GOVERNMENT OF
KARNATAKA

B-Smile
Bengaluru Smart Infrastructure Limited

**BENGALURUSMARTINFRASTRUCTURELIMITED(B–SMILE)**

Office of the **Project engineer – 02** Bengaluru Smart Infrastructure Limited, No.30/1, Thimmaiah Road, Miller TankBundArea,Vasanth Nagar, Bengaluru-560051.

**TENDERSFORTHEWORKOF**

**"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road in Bangalore City under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using UltraHigh-PerformanceFiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years"**

**Amount Put to Tender: Rs. 77.18 Crores**

**(Excluding GST, utility shifting cost and land acquisition cost)**

## TENDER NOTIFICATION

(ThroughGOK,https://kppp.karnataka.gov.inonly)

| | | |
|---|---|---|
| TENDER Notification No. and date | : | B-SMILE/PE-02/TEND/ 02 /2026-27 dated 20.05.2026 |
| TENDER DOCUMENT CAN BE DOWNLODED FROM KPPP PORTAL FROM | : | 25.05.2026 at 17:30 Hours onwards |
| LAST DATE FOR SUBMISSION OF PRE BID QUERRIES | : | Upto 04.06.2026, 16:00 Hours |
| PREBIDMEETING | : | 05.06.2026 at 14:30 Hours |
| LASTDATEANDTIMEFOR RECEIPT OF TENDERS | : | 24.06.2026 at 16:00 Hours |
| TIME ANDDATEOF OPENINGOF TECHNICAL TENDERS | : | 25.06.2026 at 16:30 Hours |
| TIME ANDDATEOF OPENINGOF FINANCIAL BID | : | Will be intimated after obtaining approval for technical evaluation. |
| ADDRESSFORCOMMUNICATION | : | O/oProject engineer - 02,B-SMILE<br>No.30/1,ThimmaiahRoad, Miller Tank bund Area, Vasanth Nagar, Bengaluru-560052. |

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# BENGALURUSMARTINFRASTRUCTURELIMITED

No:B-SMILE/PE-02/TEND/ 02 /2026-27

Office of the Project Engineer-02
Bangalore Smart Infrastructure Limited
No.30/1, 3rd Floor, Thimmaiah Road,
Miller Tank Bund Area,Vasanth Nagar,
Bengaluru-560052.

## NOTICE INVITING TENDER (NIT)

(Through http://kppp.karnataka.gov.inonly)

**(Competitive Bidding under Two Cover System)**

1. The Government of Karnataka has constituted "Bengaluru Smart Infrastructure Limited" (B-SMILE) for implementation of Specific Infrastructure works in the city of Bengaluru. On behalf of the Bengaluru Smart Infrastructure Limited (B-SMILE), The Project engineer - 02, Bengaluru Smart Infrastructure Limited (B-SMILE) invites tenders from eligible contractors registered with CPWD / KPWD / Railways / National Highway or any State Government Organizations for the development of work through **Engineering Procurement & Construction (EPC) mode**. The details of the work are as under.

| SI No | Nameofthework | Amount put To tender | Earnest Money Deposit | Construction Period |
|---|---|---|---|---|
| 2 | Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years | **Rs. 77.18 Crores** | **Rs. 77.18 Lakhs (Rs. 1.00 Lakhs – E-payment & Balance through Surety Bond/ E-BG)** | **18 Months (Including Monsoon Period)** |

2. **The quoted Amount Put to Tender shall include the cost of design, engineering, procurement, construction, testing, commissioning, and maintenance of the Project for a period of 10 years from the date of Completion Certificate. No separate payment shall be made towards maintenance except as specifically provided in the Contract. Bidders shall accordingly quote for the composite amount inclusive of maintenance obligations.**
3. The tenderers may submit tenders for works given in the table through KPP portal of the Government of Karnataka (http://kppp.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in RFP to qualify for award of the contract (RFP Document and KTPP Act shall be followed).

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4. Tenders must be accompanied by **Earnest Money Deposit (EMD) 1% (Rs. 1.00 Lakhs & rest as E-BG / Surety Bonds).** Earnest money deposit will have to be in any one of the forms specified in the Tender document. Any errors in the EMD shall be liable for rejection and EMD shall have to be valid for 180 days beyond the validity of the tender.
5. Tender documents may be downloaded from Government of Karnataka KPP Portal website https://kppp.karnataka.gov.in under tenders' section. All documents uploaded on the KPP portal are based on the Detailed Project Preparation (DPR) and for the tender purposes only.
6. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should be clear). IT returns and its year wise abstract should be certified by Chartered Accountant.
7. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants' bid.
8. A successful bidder will have to execute an agreement with Project engineer - 02, B-SMILE, Bengaluru within 20 days upon receipt of intimation along with performance Security as per contract price in form of FDR / Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within 07days from the date of issue of work order, failing in such cases the performance security will forfeit which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
9. Tenders must be submitted online through KPP portal on or before 16.00 hours on 24.06.2026 and the opening of tenders will be as per the KPP portal guidelines. Aspiring Contractors who have not registered in the KPP Portal must register before participating through the website https://kppp.karnataka.gov.in
10. Tender documents and other information can be downloaded from the KPP portal from 25.05.2026 @ 17.30 hours onwards.
11. **The contractors are informed to conduct their own site specific surveys & studies to analyze the existing pavement conditions, land availability for stocking materials and placement of machinery etc. before submitting their bids.**
12. The Tender includes **Defect Liability and Maintenance Period of 10 years**, and the Amount Put to Tender includes the cost of such maintenance obligations as specified in the RFP.
13. For the purpose of the tender, the maintenance cost included in the Amount Put to Tender has been considered for a 10-year period, at 0.25% p.a. of the estimated project construction cost for the first 5 years and 0.50% p.a. for the next 5 years, which shall be further elaborated in the tender documents.
14. The payment structure under the Contract shall comprise milestone-based construction payments and post-completion security retention, including Performance Security Deposit (PSD) and Final Security Deposit (FSD), which shall be specified in the tender documents
15. The transaction fee/Bid document/ Tender Document fee is non-refundable. For registration and e-payment details contact KPP Portal Helpdesk.
16. The **Pre-bid meeting** will be held under the Chairmanship of Director (Technical), B-SMILE in the conference room of B-SMILE on **05.06.2026 @ 14.30 hours** at No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanth Nagar, Bengaluru-560052.
17. **The Bidders shall quote rate Excluding GST against the amount put to tender**.
18. The Bidder must compulsorily establish Quality Control Laboratory required for field testing.
19. B-SMILE reserves the right to accept or reject any or all the bids without providing reasons.
20. The EMD for the unsuccessful bidder will be returned only after issuance of LOA to the successful bidder.

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21. Corrigendum, modifications, corrections, if any, will be published in the KPP portal website only.
22. Further details may be obtained from Project Engineer - 02, B-SMILE vide +91-8050480689 or via email at pe2bsmiile@gmail.com (Smt. Amruta Sai)
23. Other details can be obtained in the Tender / RFP document uploaded in KPPP.
24. Following shall be the calendar of events forTendering:

| | Event Description | Date |
|---|---|---|
| 1. | Date and Time for availability of Tender Documents in KPP Portal | 25.05.2026 at 17:30Hours |
| 2. | Last date for submission of pre-bid queries | 04.06.2026@16:00Hours |
| 3. | Date and Time of Pre-Bid Meeting, | 05.06.2026@14:30Hours |
| 4. | Last Date & Time for Receipt of Tenders | 24.06.2026at16:00Hours |
| 5. | Date & Time for Opening of Technical Bid | 25.06.2026 at 16:30 Hours |
| 6. | Opening of Financial Bid | Will be Notified |
| 7. | Validity of Bids | 180 days from Last Date for receipt of tenders |

## Copy Submitted to the:

1. PS to Hon'ble Managing Director to bring into the kind notice of Hon'ble Managing Director, B-SMILE.
2. Chief Engineer – 1 &2, B-SMILE for kind information
3. Director (Technical), B-SMILE for kind information.
4. I.TAdvisor with a request to publish the same in the GBA Website.
5. Public Relation Officer, GBA for information and to publish in two leading National Newspapers in Kannada and English.
6. Office Copy

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## SECTION2: INSTRUCTIONS TO TENDERERS (ITT)

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# A. General

## 1. Scope of Tender

1.1 The Bengaluru Smart Infrastructure Limited (B-SMILE) (referred to as Employer in these documents) invites Tenders following Two Cover Tender Procedure, from Eligible Tenderers, for the Construction of Works (as defined in these documents and referred to as "the Works") as detailed in the Table given in the Invitation for Tenders (IFT).

## 2. Eligible Tenderers

2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of Karnataka

**2.2 Tenders from Joint Ventures/ Consortia are not acceptable.**

## 3. Qualification of the Tenderer

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification Information.

**3.2 Financial Capacity:**

Each Tenderer in its name should have in the last five years i.e. 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026:

a. Achieved in at least two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only – updated to the price level of the year indicated in table below) of **Rs. 154.36 Crores (being 200% of Amount put to tender)**

b. Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 25.72 Crores (being 33.33% of Estimated Project Cost)** (Credit Lines / Letter of Credit / Certificates from Banks for meeting the Fund Requirement)

**Explanation**:

For the purposes of this Clause, Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of profits and securities premium account, after deducting the aggregate value of accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as reflected in the audited balance sheet, but excluding reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

| Year | 2025-26 | 2024-25 | 2023-24 | 2022-23 | 2021-22 |
|---|---|---|---|---|---|
| Up-dation factor | 1.00 | 1.10 | 1.21 | 1.33 | 1.46 |

3.3 **Technical Capacity:**

a. For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, **over the past 5 (five) financial years preceding the Bid Due Date**, have received payments for construction of Eligible Project(s), or has under taken construction works by itself in a PPP/EPC project, such that the sum total thereof, as further adjusted in accordance with

clause3.4 is more than **Rs. 57.89Cr. excluding GST** (the **"Threshold Technical Capacity"**) which should be as follows:

| **Sl. No** | **Estimated Project Cost (EPC) of the Project being invited** | **Threshold Technical Capacity** |
|---|---|---|
| 1 | Estimated Project Cost <=100 Crore | 0.75 time of EPC |
| 2 | Estimated Project Cost >100 Crore &<=500 Crore | 1.0 times of EPC |
| 3 | Estimated Project Cost >500 Crore | 1.0 times of EPC |
| 4 | Estimated Project Cost>500 Crore of standalone specialized projects | 1.0 times of EPC |

b. Provided that **at least one similar work of 20% of Estimated Project Cost** shall have been completed from the Eligible Projects specified below. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost.

c. **Eligible projects shall include following:**

~~i) Widening/reconstruction/up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EI, SARDP, LWE~~
~~ii) Widening/reconstruction/upgradation works on MDRs with loan assistance from multilateral agencies or on BOT basis~~
~~iii) Widening/reconstruction/up-gradation work of roads in Municipal corporation limits, construction of Bypasses~~
~~iv) Construction of stand-alone bridges, ROBs, tunnels~~
~~v) Construction/reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (including construction/re-construction of Jetties)~~

~~If any Major Bridge/ROB/Flyover is (are) part of the project, then the sole Bidder shall necessarily demonstrate additional experience in construction of MajorBridge/ROBs/Flyovers/Tunnel in the last 5(Five) financial years preceding the Bid Due Date i.e. shall have completed at least one similar Major Bridge/ROB/Flyover having span equal to or greater than:~~

~~i) In Case, longest span of Bridges/ROB/flyover is less than or equal to 60m, no additional qualification is required.~~
~~ii) When longest span is more than 60m: 80% of the longest span or 100m, whichever is less, of the structure proposed in this project~~
~~iii) In case tunnel is a part of project having length less than or equal to 200m, then no additional qualification is required.~~
~~iv) When length of tunnel more than 200m: 50% of the cross sectional area of proposed tunnel or two lane highway tunnel cross sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2km, whichever is less For the Purpose of this requirement tunnel may have of single/ twin tubes for Roads/Railway/Metro rail/irrigation/ hydro electric project s etc.~~

The sole Bidder shall have completed atleast **one similar Major Bridge/ROB/Flyover project** in the **last 10 (Ten) financial years** preceding the Bid Due Date, having span equal to or greater than 50% of the longest span or 100m, whichever is less of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost and also the length of such Major Bridge/ROB/Flyover project shall be atleast 20% of the length of the

elevated corridor proposed in this tender document. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or **more than 20% of the Estimated Project Cost.**

**3.4 Categories and factors for evaluation of Technical Capacity:**

3.4.1 Subject to the provisions of Clause 3.3 the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.5 (i) & (ii) (the "Eligible Projects"). In case the Bidder has experience across different categories, the experience for each category would be computed as per weight of following factors to arrive at its aggregated Eligible Experience:

| Category | Project/Construction experience on Eligible Projects | Factors |
|---|---|---|
| 1 | Project in highways sector that qualify under Clause 3.5 (i) | 1 |
| 2 | Project in core sector that qualify under Clause 3.5 (i) | 0.75 |
| 3 | Construction in highways sector that qualify under Clause 3.5 (ii) | 1 |
| 4 | Construction in core sector that qualify under Clause 3.5 (ii) | 0.75 |

3.4.2 The Technical capacity in respect of an Eligible Project situated in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the Experience Score for such Eligible Project.

3.4.3 For the purpose of this RFP:

3.4.3.1 **highways sector** would be deemed to include highways, expressways, bridges, tunnels, runways, Railways (construction/re-construction of railway tracks, yards for keeping containers etc.), Metro Rails and Ports (construction/re-construction cost of Jetties, any other linear infrastructure including bridges etc.) and

3.4.3.2 **core sector** would be deemed to include civil construction cost of, power sector, commercial setups (SEZs etc.), airports, industrial parks/estates, logistic parks, pipelines, irrigation, water supply, sewerage sewerage, stadium, hospitals, hotel, smart city, warehouses/Silos, oil and gas and real estate development Core sector will also include the projects with the title of

RIDF, PMGSY road, link road, city roads, rural road, sector/municipality road, real estate projects which demonstrate road development/construction bridges or culverts.

3.4.3.3 Maintenance works are not considered as eligible project for evaluation. As such works with nomenclature like PR, OR, FDR,SR, site/micro grading, surface renewal, resurfacing work, Tarring, B.T. surface work, temporary restoration, urgent works, periodic maintenance, repair & rehabilitation, one time maintenance, permanent protection work of bank, external pre stressing, repair of central hinge, short term OMT contract of BDA, any type of work related to border fencing, work of earthwork alone, construction of buildings/hostels/hospitals, etc. or not specified, shall not be considered. However, such maintenance works shall be considered as eligible projects in case of Maintenance works to be taken up on EPC mode.

3.4.3.4 In case both the estimated cost of project and revised cost of project are provided, the revised cost of project shall be considered for evaluation.

### 3.5 Eligible Experience on Eligible Projects in respect of each category:

(i)For a project to qualify as an Eligible Project under Categories 1 and 2:

(a) It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;
(b) the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed
(c) the capital cost of the project should be more than 10% of the amount specified as the Estimated Project Cost; and
(d) the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid Due Date, haveitself undertaken the construction of the project for an amount equal to at least one half of the Project Cost of eligible projects, excluding any part of the project for which any contractor, sub-contractor or other agent was appointed for the purposes of construction.

(ii) For a project to qualify as an Eligible Project under Categories 3 and 4, the Bidder should have received payments from its client(s) for construction works executed, fully or partially or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer during the 5 (five) financial years immediately preceding the Bid Due Date, and only the amounts (gross) actually received/work executed, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, receipts of or work executed amount **less than Rs. 15.44 crore (being 20% of the Amount put to tender) shall not be reckoned as receipts for Eligible Projects**. For the

avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/EPC contract for the project. Further, the cost of land and also cost towards pre-construction activities (like shifting of utilities etc.) shall not be included hereunder.

(iii) The Bidder shall quote experience in respect of a particular Eligible Project under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

(iv) Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

3.6 To qualify for a Package of Contracts made up of this and other Contracts for which Tenders are invited in this IFT, the Tenderer must demonstrate having Experience and Resources to meet the Aggregate of the Qualifying Criteria for the Individual Contracts.

3.7 Subcontractors' Experience and Resources shall not be considered in determining the Tenderers Compliance with the Qualifying Criteria.

3.8 Tenderers who meet the above specified minimum Qualifying Criteria, will only be qualified if their available Tender Capacity is more than the total Tender Value. The available Tender Capacity will be calculated as under:

**Assessed Available Tender Capacity = (A*N*2.5 – B)**

Where

**A = Maximum Value of Civil Engineering Works executed in any one year during the last five years (updated to FY 2025-26 Price Level) taking into account the completed as well as works in progress.**

**N = Number of years prescribed for completion of the Works for which Tenders are invited, i. e. 1.5 years / 18 months.**

**B = Value, at FY 2025-26 Price Level of existing commitments and ongoing works to be completed during the next18 months.**

| Year | 2025-26 | 2024-25 | 2023-24 | 2022-23 | 2021-22 |
|---|---|---|---|---|---|
| Up-dation factor | 1.00 | 1.10 | 1.21 | 1.33 | 1.46 |

**Note:** The Statements showing the value of existing commitments and on going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in Charge, not below the Rank of an Executive Engineer or equivalent.

3.9 Even though the Tenderers meet the above Criteria, they are subject to be

Disqualified if they have

- made Misleading or False Representations in the Forms, Statements and Attachments submitted in Proof of the Qualification Requirements; and / or
- record of Poor Performance such as Abandoning the Works, not properly Completing the Contract, Inordinate Delays in Completion, Litigation History, Financial Failures,etc. and / or
- participated in the Previous Tender for the Same Work and had quoted Unreasonably High Tender Prices and could not furnish Rational Justification.

**4. One Tender per Tenderer**

4.1 Each Tenderer shall submit only one Tender for each Project. A Tenderer who submits or participates in more than one Tender (other than as a Sub Contractor or in cases of alternatives that have been permitted or requested) will cause all the Proposals with the Tenderer's Participation to be disqualified.

**5. Cost of Tendering**

5.1 The Tenderer shall bear all Costs associated with the Preparation and Submission of his Tender, and the Employer will in no case be Responsible and Liable for those Costs.

**6. Site Visit**

6.1 The Tenderer at his own Responsibility and Risk is encouraged to carry out own site specific surveys, field/soil investigations & studies to analyse the existing pavement conditions, land availability for stocking materials and placement of machinery and other pre-requisites etc. and obtain all Information that may be necessary for Preparing the Tender and Entering into a Contract for Construction of the Works. The Cost of Visiting the Site shall be at the Tenderer's own Expense.

# B. TenderDocuments

**7. Content of Tender Documents**

7.1 The Tender Documents shall have all the Sections given in Page2.

7.2 Both the sets should be completed and returned with the tender

**8. Clarification of Tender Documents**

8.1 **Refer to Clause No.8.2 below**.

8.2 **Pre-Tender Meeting**

8.2.1 The Tenderer or his Authorized Representative is invited to attend a Pre-Tender Meeting, which will take place at the office of Chairmanship of Director (Technical), B-SMILE in the conference room of B-SMILE on 05.06.2026 @ 14.30 hours at No.30/1, Thimmaiah Road, Millar Tank bund Area, Vasanth Nagar, Bengaluru-560051.

8.2.2 The Purpose of the Meeting will be to clarify Issues and to answer Questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any questions in writing or by written electronic communication to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the Meeting, including the Text of the Questions raised (without identifying the Source of Enquiry) and the Responses given will be displayed in the Website. Any Modification of the Tender Documents listed in Sub Clause 7.1 that may become necessary as a result of the Pre-Tender Meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the Minutes of the Pre-Tender Meeting and the same will be displayed in the Website (Upload in KPPP).

8.2.5 Non-Attendance at the Pre-Tender Meeting will not be a cause for Disqualification of a Tenderer.

8.2.6 The Bidder may submit their queries/suggestions with the Authority in the below format.

| Name of Bidder | Sl No | Document (RFP/ DCA /etc) | Clause | Page No. | Comment |
|---|---|---|---|---|---|
| | | | | | |

**9. Amendment of Tender Documents**

9.1.1 Before the Deadline for Submission of Tenders, the Employer may modify the Tender Documents by issuing Addenda.

9.1.2 Any Addendum thus issued shall be part of the Tender Documents and shall be displayed in the Website.

9.1.3 To give Prospective Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

# C. Preparation of Tenders

**10. Documents Comprising the Tender**

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 **Technical Bid**

a. Earnest Money Deposit.
b. Qualification Information as per Formats given in Section3.

10.1.2 **Financial Bid**

10.2 The Tender (in the format indicated in Section 4)and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The Documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.3 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

**11. Tender Prices**

11.1 The Contract shall be for the whole Works as described in Sub Clause1.1

11.2 The Tenderer shall fill in Total Tender Price (both in Figures and Words) for all the Works described in this Tender document.

11.3 All Duties, Taxes, and other Levies payable by the Contractor under the Contract, or for any other cause, shall be included in the Rates, Prices and Total Tender Price submitted by the Tenderer. (Note: Tender is invited with rates Excluding GST)

11.4 The price quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 40 of the Conditions of Contract.

**12. Tender Validity**

12.1 Tenders shall remain valid up to 180 days after the Deadline Date for Tender Submission specified in Clause16. A Tender valid for a shorter period shall be rejected by the Employer as Non-Responsive.

12.2 In Exceptional Circumstances, prior to Expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in writing or by cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

**13. Earnest Money Deposit**

13.1 The Tenderer shall furnish Earnest Money Deposit (EMD), as part of the tender and Earnest Money Deposit (EMD) shall be paid in any of the format given below.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT) or Over the Counter (OTC).

**NEFT Payment Procedure**

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to –Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers/wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

**OTC Payment Procedure**

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 Tenderer shall submit EMD of Rs. 77,18,000/- (Rs. 1.00 lakh through E-Payment & rest as Surety Bonds/E-BG issued by any of the nationalized / scheduled Bank of India mentioning first party as Bank Second part as

Bidder addressing to Tender Inviting Authority or Managing Director, B-SMILE in the prescribed format mentioning the validity of tender as per tender clause and upload in KPPP portal. The original hard copy of Bank Guarantee and letter of credit line certificate must be submitted in Original to the office for verification and further processing.

13.3 EMDAmountshallbesubmittedbytheTenderertakingintoaccountofthefollowing Conditions.

a. EMDshallbeacceptedonlyintheformofElectronicCashwillbemaintainedinthe Government's Central Pooling Account at ICICI Bank until the Work is awarded.
b. TheTenderer'sBidwillbeevaluatedonlyonConfirmationofReceiptofthePaymentof EMD as indicated in Sub Clauses 13.1 and 13.2.

13.4 Any Tender not accompanied by an acceptableEMD and not secured asindicated in Sub Clauses 13.1 and13.2above shall be rejected by the Employer as non-responsive.

13.5 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned only after the issuance of LOA to the successful bidder.

13.6 The Earnest Money Deposit of the Successful Tenderer will be discharged only when theTendererhassignedtheAgreementandfurnishedtherequiredPerformance Security.

13.7 The Earnest Money Deposit may be forfeited

a. IftheTendererwithdrawstheTenderafterTenderOpeningduringthePeriodofTender Validity;
b. IftheTendererdoesnotacceptCorrectionoftheTenderPrice,pursuanttoClause24; or
c. InthecaseofasuccessfulTenderer,iftheTendererfailswithinthespecifiedtimelimitto
   i. SigntheAgreement;or
   ii. FurnishtherequiredPerformanceSecurity.

## 14. Format and Signing of Tender

14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i)Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.

14.2 The Tender shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorized to sign on behalf of the Tenderer. Such Authorization shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

# D. Submission of Tenders

## 15. Sealing and Marking of Tenders

15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e–Procurement itself. The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause7 shall be attached to the e–Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information with due diligence. Al lthe Pages of the Document shall be serially numbered with an Index for ready reference.

15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce the Hard Copy of the Scanned Documents uploaded in the Portal only at the Time of Opening of Technical Bids of the Tenders to the Tender Inviting Authority (TIA).

15.3 Further, all the participating Tenderers shall produce all the Original Documents uploaded in the Portal only for Verification whenever asked by the TIA.

15.4 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicatethenameandaddressoftheTenderertoenablethetendertobereturnedu nopened in case it is declared late, pursuant to Clause 17.

15.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

## 16. Deadline for Submission of the Tenders

16.1 Tenders must be submitted on-line in the KPP portal of the Employer before the notified date and time.

16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

## 17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement (KPPP)

## 18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by canceling his Tender on the Website

(KPPP) only before the Deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

18.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders andthe Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit pursuant to Clause 13.

18.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or including in the Original Tender Submission.

# E. Tender Opening and Evaluation

## 19. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

19.1 TheEmployerwillopenonlinetheFirstCoversofalltheTendersreceivedthroughKPP portal, in the presence of the Tenderers or their representatives who choose to attend on thedate and the place specified in the KPP portal. In the event of the specified date of Tenderopeningbeingdeclaredaholidayfortheemployer,theTenderswillbeopened atthe appointed time and location on the next working day.

19.2 The Tenderers'Names, the Presence or Absence of Earnest Money Deposit (Amount, Format and Validity),the SubmissionofQualificationInformationand suchOtherInformationasthe Employer may consider Appropriate will be announced by the Employer at the Opening.

19.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

19.4 The Employer will evaluate and determine whether each Tender (a) meets the Eligibility Criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per Stipulations in ITT Clause and (c) meets the Minimum Qualification Criteriastipulated in ITT Clause 3. The Employer will draw out a List of Qualified Tenderers.

## 20. OpeningofFinancialBidofQualifiedTenderersandEvaluation

20.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid received in the e – Procurement Portal containing the Priced Tenders. The Employer will open the Financial Bids of the Qualified Tenderers only at the AppointedTimeandDateinthepresenceoftheTenderersortheirRepresentativeswh o choose to attend. In the event of the Specified Date of Financial Bid Opening being declared a HolidayfortheEmployer,theFinancialBidswillbeopenedattheAppointedTimeand Location on the Next Working Day.

20.2 The Tenderers' Names, the Tender Prices, the Total Amount of Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

20.3 The Employer shall prepare Minutesof the Financial Bid Opening, including the Information Disclosed to those present in accordance with Sub Clause 20.2.

## 21. ProcesstobeConfidential

21.1 InformationrelatingtotheExamination,Clarification,EvaluationandComparisonof TendersandRecommendationsfortheAwardofaContractshallnotbedisclosedto Tenderers or any otherPersons not officially concerned with such Process

untilthe Award tothe Successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer'sProcessingofTendersorAwardDecisionsmayresultintheRejectionofhis Tender.

**22. ClarificationofTenders**

22.1 ToassistintheExamination,EvaluationandComparisonofTenders,theEmployerma y,at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in writing or by cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as requiredtoconfirmtheCorrectionofArithmeticErrorsdiscoveredbytheEmployerin theEvaluationoftheTendersinaccordancewithClause24.

22.2 Subject to Sub Clause 22.1, no Tenderer shall contact the Employer on any Matter relating to its Tender from the Time of the Tender Opening to the Time the Contract is awarded. If the Tenderer wishes to bring Additional Information to the Notice of the Employer, it should do so in Writing.

22.3 Any Effort by the Tenderer to influence the Employer in the Employer’s Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers’ Tender.

**23. ExaminationofTendersandDeterminationofResponsiveness**

23.1 PriortotheDetailedEvaluationofTenders,theEmployerwilldeterminewhethereach Tender(a)hasbeenproperlysigned;and(b)isSubstantiallyResponsivetotheRequire ments of the Tender Documents.

23.2 A Substantially Responsive Tender is one which conforms to all the Terms, Conditions and Specifications of the Tender Documents, without Material Deviation or Reservation. A Material Deviation or Reservation is one (a) which affects in any substantial way the Scope, Quality or Performance of the Works; (b) which limits in any substantial way, Inconsistent with the Tender Documents, the Employer's Rights or the Tenderer's Obligations under the Contract; or (c) whose Rectification would affect unfairly the Competitive Position of other Tenderers presenting Substantially Responsive Tenders.

23.3 If a Tender is not Substantially Responsive, it will be rejected by the Employer and may not subsequently be made Responsive by Correction or Withdrawal of the Non-ConformingDeviation or Reservation.

**24. CorrectionofErrors - DELETED**

**25. EvaluationandComparisonofTenders**

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially Responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the Evaluated Tender Price by adjusting the Tender Price by making

appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.

25.3 TheEmployer reserves theRight toacceptor reject anyVariation, Deviationor Alternative Offer.Variations,DeviationsandAlternativeOffersandotherFactors,whichareinexcessof the Requirements of the Tender Documents or otherwise result in Unsolicited Benefits for the Employer,shallnotbeconsideredinTenderEvaluation.

25.4 The Estimated Effect of the Price Adjustment Conditions under Clause 40 of the ConditionsofContract,duringtheImplementationoftheContract,willnotbetakenintoaccountinTenderEvaluation.

25.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's EstimateoftheCostoftheWorktobeperformedundertheContract,theEmployermay require the Tenderer to produce Detailed Price Analyses for any or all Works Items to demonstrate the Internal Consistency of those Prices with the Construction Methods and Schedule Proposed. After Evaluation of the Price Analyses, the Employer may requirethattheAmountofthePerformanceSecuritysetforthinClause29beincreased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against FinancialLossintheeventofDefaultoftheSuccessfulTendererundertheContract.

# F. Award of Contract

**26. AwardCriteria**

26.1 Subject to Clause27, the Employer will award the Contract to theTenderer whose Tender has been determined to be Substantially Responsive to the Tender Documents and who has offered the **Lowest EvaluatedTenderPrice(L1)**,in pursuance to the procedure definedhereunder:

a. Among all the responsive bidder, the lowest bidder will be termed as L1. If L1 is 'Class-I Local Supplier', the contract will be awarded to L1.

b. If L1 is not 'Class - I local supplier' the lowest bidder among the 'Class - I local supplier', will be invited to match L1 price subject to Class I local supplier's quoted price falling within the margin of purchase preference, and the contract will be awarded to such 'Class - I local supplier' subject to matching the L1 price.

c. In case such lowest eligible 'Class - I local supplier' fails to match the L1 price, the 'Class - I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly.

d. A Bidder is required to submit, along with its technical BID, a self- certification that the item offered meets the local content requirement for 'Class - I local Supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non- Local Supplier'.

e. In the above pretext, the Class - I Local Supplier and the Non- Local Supplier are defined as under:

   i. 'Class - I local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class - I local Supplier' under this RFP. The 'local content' requirement to categorize a supplier as 'Class I local Supplier' is minimum 50%

   ii. 'Non - local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class – I local supplier' under this RFP.

   iii. 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

   iv. In case of procurement for a value in excess of Rs. 10 crores, the 'Class - I local supplier' shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing Cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

26.2 Provided that such Tenderer has been determined to be (a) Eligible inaccordance with the Provisions of Clause 2, and (b) Qualifiedin accordance with the Provisions of Clause 3.

**27. Employer's Right to accept any Tender and to reject Any or All Tenders**

27.1 Not with standing Clause 26, the Employer reserves the Right to accept or

reject any Tender, and to cancel the Tender Process and reject all Tenders, at any time Prior to the Award of Contract, without thereby incurring any Liability to the Affected Tenderer or Tenderers or any Obligation to inform the Affected Tenderer or Tenderers of the Grounds for the Employer's Action.

**28. Notification of Awardand Signing of Agreement**

28.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e–mail or aFacsimile confirmed by Registered Letter. This Letter (here in after and in the Conditions of Contract called the"LetterofAcceptance") will state the Sum that the Employer will pay the Contractor in considerationoftheExecution,CompletionandMaintenanceoftheWorksby the Contractor as prescribed by the Contract (hereinafter and in the Contract called the"Contract Price").

28.2 The Notification of Award will constitute the Formation of the Contract, subject only to the furnishing of Security Deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all Agreements between the Employer and the Successful Tenderer. It will be kept ready for Signature of the Successful Tenderer in the Office of Employer within 30 days following the Notification of Award along with the Letter of Acceptance. Within 20 days of Receipt, the Successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the Successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

**29. SecurityDeposit**

29.1 **Within 20 days of Receipt of the Letter of Acceptance**, the Successful Tenderer shall deliver **to the Employer a Security Deposit** inanyoftheformsgivenbelowforan**Amountequivalent to 5% of the Contract Price** Plus Additional Security for Unbalanced Tenders in accordance with Sub Clause 25.5 of ITT and Clause 44 of the Conditions of Contract.

- Banker’s Cheque/Demand Draft/ Pay Order/FDR in favor of Managing Director, Bengaluru S mart Infrastructure Limited (B-SMILE).
- A Bank Guarantee in the required formats.
- Specified Small Saving Instruments pledged to Chief Engineer-02, B-SMILE.

29.2 If the Security Deposit is providedbytheSuccessfulTendererintheformofaBank Guarantee,itshallbeissuedeitherbyaNationalized/ScheduledBank.

29.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.

29.4 Failure of the Successful Tenderer to comply with the Requirements of Sub

Clause 29.1 shall constituteSufficientGroundsforCancellationoftheAwardandForfeitureoftheEarnest Money Deposit.

## 30. AdvancePaymentandSecurity

30.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in the Contract Data.

## 31. Corruptor FraudulentPractices

31.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest StandardofEthicsduringtheProcurementandExecutionofsuchContracts.Inpursuanceof this Policy, Employer

a. WillrejectaProposalforAwardifitdeterminesthattheTenderrecommendedfor Award hasengaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.
b. Will declare a Firm Ineligible, either Indefinitely or for a Stated Period of Time, to be awarded anEmployer's Contract if it at any time determines that the Firm has engaged in Corrupt orFraudulent Practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the Provision stated in Sub Clause 50.2 of the Conditions of Contract.

# SECTION3:QUALIFICATION INFORMATION
# ANNEXURE - 1

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Qualification and Tender Capacity of the Tenderer as provided for in Clause 3 of the Instructions to Tenderers.

1.1

ConstitutionorLegalStatus ofTenderer
[AttachCopy]

PlaceofRegistration
[AttachCopy]

PrincipalPlaceofBusiness
[Attach Proof]

1.2 DetailsofIndividual(s)whowillserveasthepointofContact/Communicationforthe Tenderer:

a. Name
b. Designation
c. Company
d. Address
e. Telephone/MobileNumber
f. emailAddress:

1.3 ParticularsoftheAuthorisedSignatoryoftheTenderer

a. Name
b. Designation
c. Address
d. Telephone/MobileNumber

1.4 Total Value of Civil Engineering Construction Works executed and payments received in the last five years (in Rs. Lakh)

2021 – 22

2022 – 23

2023 – 24 _

2024–25__

2025 – 26 _____

[AttachCertificatefromCharteredAccountant]

1.5 WorkperformedasPrimeContractor(inthesamename)onWorksofSimilarNatureover during the Five Years specified in 1.4 above.

| Project Name | Name of Employer | Description Of Work | Contract Number | Value of Contract In Rs. Lakh | Date of Issue of Work Order | Specified Period of Completion | Actual Date of Completion | Remarks explaining Reasons for Delay in Completion of Work |
|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

1.6 QuantitiesofWorkExecutedasPrimeContractor(inthesamename)duringtheLastFive Years specified in 1.4 above.

| Year | Name of Work | Name of Employer | Quantity of Work Performed[1] – SAMPLE | | Remarks (Indicate Contract Reference) |
|---|---|---|---|---|---|
| | | | | | |
| 2021-22 | | | | | |
| 2022-23 | | | | | |
| 2023-24 | | | | | |
| 2024-25 | | | | | |
| 2025-26 | | | | | |

ItemsofWorkforwhichDataisrequestedshouldtallywiththatspecifiedinITTClause3

1.7 Information on Works for whichTenders havebeen submitted andWorks whichareyet tobe Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

| Description of Work | Place and State | Contract No. and Date | Name and Address of the Employer | Value of Contract (Rs. Lakh) | Stipulated Period of Completion (Rs. Lakh) | Value of Works remaining to be Completed (Rs. Lakh) | Anticipated Date of Completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Attach Certificates from Employer in charge.

(B) Works for which Tenders already submitted

| Description of Work | Place and State | Name and Address of the Employer | Estimated Value of Works (Rs. Lakh) | Stipulated Period | Date of Completion | Date when Decision is Expected | Remarks, if any |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | | 6 | 7 |
| | | | | | | | |

1.9 Reports on the Financial Standing of the Tenderer, such as Profit and Loss Statements, Receipts and Payments Accounts, Balance Sheet and Auditor's Reports for the last Five Years.

1.10 Qualification and Experience of the Key Technical and Management Personnel in Permanent Employment with the Tenderer and those that are proposed to be Deployed on this Contract, if awarded.

1.11 Name, Address, Telephone, Telex and Fax Numbers of the Tenderers' Bankers who may provide References if contacted by the Employer.

1.12 Evidence of Access to Financial Resources to meet the Qualification Requirement specified in ITT Clause 3.3 (b): Cash in Hand, Letter of Credit, etc. List them below and attach Certificate from the Banker in the suggested Format as under.

1.13 Proposals for Subcontracting Components of Works amounting to more than 20% of the Contract Price.

| Item of Work | Value of Sub Contract | Identified Sub Contractor (Name and Address) | Experience of Similar Work |
|---|---|---|---|
| | | | |

Attach Certificate from the respective Employers.

a. Information on Litigations in which the Tenderer is involved.

| Other Party (ies) | Employer | Details of Dispute | Amount Involved | Remarks showing Present Status |
|---|---|---|---|---|
| | | | | |

b. The Proposed Methodology and Program of Construction backed with Equipment Planning and Deployment, duly supported with Broad Calculations and Quality Control Procedures proposed to be adopted, justifying their Capability of Execution and Completion of the Work as per Technical Specifications within the Stipulated Period of Completion as per Milestones.

## 1.14 Additional Requirements.

Tenderer shoud provide any additional information required to Fulfill the requirements of Clause 3.1 of the Instructions to the tenderers, if applicable.

(i) Affidavit as per the format given in qualification information (Attached (Yes/No)

(ii) Undertaking as per the format given qualification information. (Attached (Yes/No)

(iii) 2 LMV Car with driver stobe provided to respective site for the use of department engineers daily till completion of work.

(iv) Contractor shoud provide safety equipment to all working labour, Shoud provide Signage, Caution Boards, Barricade, Caution Taps. Etc... As per site condition.

## ANNEXURE - 2

### LETTER COMPRISING THE TECHNICALBID

### (refer clause 3.3 of the RFP)

To,

Office of the Project engineer - 02
Bengaluru Smart Infrastructure Limited No.30/1, Thimmaiah Road, Miller Tank Bund Area, Vasanthnagar,
Bengaluru-560052.

Sub: Bid for **Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years**

DearSir,

1. WithreferencetoyourRFPdocumentdated , I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its Annexures along with the supporting documentsare trueand correct; nothinghasbeenomitted which renderssuch information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitationandaugmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I/We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last two years, we/any of the JV partners haveneither failed toperformfortheworksofExpressways,NationalHighways,ISC &EI works, as evidenced by imposition of a penalty by an arbitral or judicial authorityorajudicialpronouncementorarbitrationawardagainstus,nor been expelled or terminated by Ministry of Road Transport & Highways or its implementing agencies for breach on our part.
7. I/Wedeclarethat:
   (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
   (b) I/Wedonothaveanyconflictofinterestinaccordancewith Clauses 3.8 oftheRFPdocument;and
   (c) I/We have not directly or indirectly or through an agent engaged or indulged

in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 31 ofthe RFP document, in respect of any tender or request for proposalissued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that inconformity with the provisions of Clause 31 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corruptpractice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) the undertakings given by us along with the Application in response to the RFP for the Project and information mentioned for the evaluation of the BID Capacity were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders

9. I/We believe that we/our Joint Venture satisfy(s) the Threshold Technical Capacity, Net Worth criteria and meet(s) the requirements as specified inthe RFP document.

10. I/We declare that we/any Member of the Joint Venture or our/Joint Venture member,are nota Memberofanyother Joint Venture submitting a BID for the Project.

11. I/We certify that in regard to matters other than security and integrity of the country, we/any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubton our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/We further certify that no investigation by a regulatory authority is pendingeither against us/any memberof Joint Venture or against our CEO or any of our directors/managers/employees.

14. I/We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13.7.01

15. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed abreachthereof,and theAgreementshallbeliabletobeterminated without the Authority being liable to us in any manner whatsoever.

17. I/We hereby irrevocably waive any right or remedy which we may have at anystageatlaworhowsoeverotherwisearisingto challengeorquestionany decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/We have studied all the Bidding Documents carefully and also surveyed the [elevated corridor and the traffic]. We understand that except to the extent as expressly set forthin the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority orinrespectof any matterarisingoutof orrelating to the Bidding Process including the award of Agreement.
20. I/We offer a BID Security of **Rs. 77.18 Lakhs** to the Authority in accordance with the RFP Document.
21. TheBIDSecurityintheformofaBankGuaranteeisattached.
22. ThedocumentsaccompanyingtheTechnicalBIDhavebeensubmittedinseparatefiles.
23. I/We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/Contract is not awarded to me/us or our BID is not opened or rejected.
24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
26. {We, the Joint Venture agreeand undertake to bejointly and severally liable for allthe obligationsof theEPC Contractorunder theContractAgreement}.
27. I/Weshall keep thisoffer valid for180 (ninety) daysfrom the BID Due Date specified in the RFP.
28. I/We hereby submit ourBIDand offera BIDPriceas indicated inFinancial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Inwitnessthereof,I/wesubmitthisBIDunderandinaccordancewiththe terms of the RFP document.

Yoursfaithfully,

Date:

(Signature,nameanddesignationoftheAuthorisedsignatory)
Place: Name&sealofBidder/LeadMember

Note:ParagraphsincurlyparenthesismaybeomittedbytheBidder,ifnotapplicable to it, and 'Deleted' may be indicated there

# ANNEXURE 3

## DetailsofEligibleProjects

(*RefertoClauses 3.4 and 3.5 ofthe RFP*)

**ProjectCode:** **Entity:Self/Members:**

| Item | Refer Instruction | Particularsof the Project |
|---|---|---|
| Title&natureoftheproject | | |
| Category | 5 | |
| Year-wise<br>(a) payments received for construction or work executed and certified by the Engineer-in charge/Independent Engineer/Authority's Engineer, and/or<br>(b) revenues appropriated forself-construction under PPP projects | 6 | |
| Entityforwhichtheprojectwasconstructed | 7 | |
| Location | | |
| Projectcost | 8 | |
| Dateofcommencementofproject/contract | | |
| Dateofcompletion/commissioning | 9 | |
| Equityshareholding(withperiodduringwhichequity was held) | 10 | |

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4 and 3.5 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Application. Applicants should also refer to the Instructions below.
2. ThePro jectCodeswouldbea,b, c,d etc.
3. AseparatesheetshouldbefilledforeachEligibleProject.
4. IncasetheEligibleProjectrelatestootherMembers,write "Member".
5. RefertoClause3.4 and 3.5oftheRFPforcategorynumber.
6. The total payments received and/or revenues appropriated for self-construction for each Eligible Project are to be stated.Thefigurestobeprovided hereshould indicatethebreak-upfor the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Categories 1 and 2, expenditure on construction of the project bytheApplicantitselfshouldbeprovided,butonlyinrespectofprojects having an estimated capital cost exceeding the amount specified in Clause 3.5. In case of Categories 3 and 4, payments received only inrespect of construction should be provided, but only if the amount received exceeds the minimum specified in Clause 3.5. Receipts for constructionworks shouldonlyincludecapital expenditure,andshould not include expenditure on maintenance & repair and operation of Highways.
7. In case of projects in Categories 1and 2, particulars such as name, address and contact details of owner/Authority/Agency (i.e. concession grantor, counter partyto

concession, etc.) maybeprovided.IncaseofprojectsinCategories3 and 4, similar particulars of the client need to be provided.

8. Provide the estimated capital cost of Eligible Project. Refer to Clause 3.5
9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date ofcompletion of construction should be indicated. In the case of projects under construction, the likelydateof completionorcommissioning,asthe casemaybe, shall be indicated.
10. For Categories 1 and 2, the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for whichEligible Experience is claimed, needs to be given (Refer Clause 3.5).
11. Experience for any activity relating to an Eligible Project shall not be claimed twice. Inother words, nodouble counting in respect of the same experience shall be permitted in any manner whatsoever.
12. Certificate from the Bidder's statutory auditor[1] or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder may provide the requisite certification.
13. If the Bidder is claiming experience under Categories 1 & 2[2], it should provide a certificate from its statutory auditor in the format below:

**CertificatefromtheStatutoryAuditorregardingPPPprojects**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidder) is/was an equity shareholder in ..... (title of the project company) and holds/held Rs. ..... cr. (Rupees ..... crore) of equity (which constitutes ..... %€ of the totalpaidupandsubscribedequitycapital)oftheprojectcompanyfrom..... (date) to..... (date) The project was/iscommenced on .....(date) andlikely to be commissioned on ..... (date of commissioning of the project).
WefurthercertifythatthetotalestimatedcapitalcostoftheprojectisRs. ..... cr. (Rupees .....crore), of which the applicant has itself undertaken the construction of project of Rs. .....(Rupees ..... Crores) excluding any part of the project for which any contractor, subcontractor or other agent was appointedfor the purpose of construction as per 3.5 by the aforesaid Applicant itself, during the past five financial:
Nameoftheaudit firm:
Seal of the audit firm: (Signature,nameanddesignation Date:
of the authorized signatory)

14. Ifthe Bidder is claiming experience under Category 3 & 4, it should provide a certificate from its statutory auditors/client/Engineer-in charge/Independent Engineer/Authority's Engineer in the format below:

**Certificateregardingconstructionworks**

Basedonitsbooksofaccountsandotherpublishedinformationauthenticatedbyit,
{thisistocertifythat.....*(nameofthe*Bidder*)*wasengagedby .....
*(titleoftheprojectcompany)*toexecute.....*(nameofproject)*for .....
*(natureofproject)}*.Theconstructionoftheprojectcommencedon .....*(date)*andtheproject was/islikelytobecommissionedon ..... *(date, if any)*. It is certified that Bidder received payments from its Clients for Construction Works executed by them or work executed and certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer, in the aforesaid construction works.
WefurthercertifythatthetotalestimatedcapitalcostoftheprojectisRs. .....cr. (Rupees .....crore), of which the Applicant received or has executed the work as certified by the Engineer-in-charge/Independent Engineer/Authority's Engineer Rs. ..... cr. (Rupees ..... crore), in terms of Clauses 3.4 and 3.5 of the RFP, during the past five financial years as per year-wise details noted below:
.....

[2]Refer Clause 3.4 and 3.5 of the RFP
•Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. € Refer instruction no. 10 in this Annex-IV.

| |
|---|
| It is further certified that the receipts indicated above are restricted to the share ofthe Applicant who undertook these works as a partner or a member of joint venture/consortium.□We further certify that applicant has a share of % in the Joint Venture/Consortium.<br>Nameoftheaudit firm:<br>Sealoftheaudit firm: (Signature,nameand<br>designationofthe Date: authorisedsignatory). |

□ ReferClauses3.4 and 3.5 oftheRFP.

□ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company. However, in case the work of other member(s) is also executed by the applicant, thenthisfactshouldalsobe certifiedbythe StatutoryAuditorandaccordinglythe language may be suitably modified.

□ This certification should be strike out in case of jobs/contracts, which are executed a sole firm. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/joint venture. This portion may be omitted if the contract did not involve a partnership/joint venture. In case where work is not executed by partnership/joint venture, this paragraph may be deleted.

15. If the Bidder is claiming additional construction experience of major bridge/RoB/Flyover under clause 3.3, 3.4 and 3.5 , it should provide a certificate from its statutory auditors/client in the format below:

Certificateregardingconstructionofmajorbridge/RoB/Flyover works.[3]

This is to certify that .....*(name of the* Bidder*)* was engaged by ..... *(titleoftheprojectcompany)*toexecute.....*(nameofproject)*for ..... *(natureofproject)*

The scopeofwork included construction ofmajorbridge/RoB/Flyover/Elevated Structure having minimum span equivalent to or greater than 15 meters excluding approaches. Details are as under:

| **NameofProject** | TypeofStructure(Major bridge/RoB/Flyover) | Totallength | Lengthofviaduct/Total Spanlength |
|---|---|---|---|
| | | | |

[3]Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary.

It is certified that .....(Name of the Bidder) has itself undertaken the construction of such m

The construction of such work started on ..... (date) and the construction was completed on ..
worksasapartnerora memberof jointventure/consortium4

Nameoftheclient/AuditFirm

(Signature,nameandDesignationof authorizedsignatory).

(Signature,name,sealanddesignationofthe Client/Auditor
Seal:
Date:

16. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

**ANNEXURE - 4**

**(ONBANKS LETTER HEAD)**

**FORMATOFBANKER'SCERTIFICATE/**

**LINEOFCREDITLETTER (TO BE ISSUED IN**

**THE LETTER OF THE BANK BRANCH)**

**ReferenceNumber(SI.No**

**)Place, Date :**

To;

[Name&Address ofthebeneficiary]

This is to certify that Mr./M/s.

_____

[nameofthecustomer] having his/their registered/administrative

office at

_____

isa customerofour Bankandis/areengaged in

_____

[natureofactivity].if the said customer is allotted/awarded with

**"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including**

**maintenance for a period 10 years”**

we mayextendcredit facilities upto Rs. _____

lakhtomeethis/theirworkingcapitalrequirementstowardstheexecution of the said work order as per the loan policy of the Bank.

Thiscertificateisvaliduptothreemonthsfromdateofissue,thatis uptodd/mm/yyyy. Yours faithfully,

Sd/-

Branch Manager ,

NameoftheBank,

***Note : The bidders are hereby informed to obtain the banker’s certificate in the format as above withoutanyalternations.Anychange/alterationintheformatasabove intheBanker’sCertificate submitted by the bidders, is considered as conditional bid and is treated as non-responsive bid.***

Sd/-

NameoftheBank,SeniorBankManger Address:

.....

**Note:**NoChangeintheaboveBankCertificateFormatisacceptable.

## ANNEXURE -5

## BANKER'SCERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... is awarded to the abovefirm,weshallbeabletoprovideoverdraft/creditfacilitiestotheextentofRs.

..... lakhs to meetthe working capital requirements for executing the above contract.

Name of the
Bank,
SeniorBankMana
ger,

Address:.....

## ANNEXURE - 6

### PowerofAttorneyforsigningof Application

(ReferClause1.1eofqualificationInformation)

Knowallmenbythesepresents,We .....
.....(nameofthefirm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name),.....
.....son/daughter/wife
of.....andpres ently residing at ..... who is presentlyemployedwithusandholdingthepositionof .....
.....,asourtrueand lawful attorney (hereinafter referred to as the "Attorney") to do inour name and onour behalf, allsuch acts, deedsand thingsasarenecessaryor required in connection withor incidental to submissionof ourapplication forQualificationandsubmissionofourtenderforthe*****Projectproposedorbeingde velopedbythe
*****(the"Authority")includingbutnotlimitedtosigningandsubmissionofallapplicat ions,tendersand otherdocumentsandwritings,participateinPre-Applicationsandotherconferencesandproviding information/responses to theAuthority,representingusin allmattersbeforetheAuthority,signing and executionofallcontractsincludingtheConcessionAgreementandundertakingscons equenttoacceptanceof
ourtender,andgenerallydealingwiththeAuthorityinallmattersinconnectionwithorr elating toorarising out of our tender for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

ANDweherebyagreetoratifyandconfirmanddoherebyratifyandconfirmallacts,dee dsandthingsdone or caused to be done by our said Attorney pursuant to and in

exercise of the powers conferred by this Power of AttorneyandthatallactsdeedsandthingsdonebyoursaidAttorneyinexerciseofthepowershereby conferred shall and shall always be deemed to have been done by us.

INWITNESSWHEREOFWE,.....,THEABOVE NAMEDPRINCIPALHAVE EXECUTEDTHISPOWEROFATTORNEYONTHIS.....

(Signature)For

.....

(Signature,name,designationandaddress)

(Notarized)DAYOF.....

Witnesses:

1.

2.

Accepted
(Name, Title and Address of the Attorney) Notes:

- ThemodeofexecutionofthePowerofAttorneyshouldbeinaccordancewiththeprocedure,ifany, laiddownbytheapplicablelawandthecharterdocumentsoftheexecutant(s)andwhenitissorequired, the same should be under common seal affixed in accordance with the required procedure.
- Whereverrequired,theApplicantshouldsubmitforverificationtheextractofthecharterdocuments and documents such as a board or shareholders' resolution/power of attorney in favour of the personexecuting this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- ForaPowerofAttorneyexecutedandissuedoverseas,thedocumentwillalsohavetobelegalisedby theIndianEmbassyandnotarizedinthejurisdictionwherethePowerofAttorneyisbeingissued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague LegislationConvention1961arenotrequiredtobelegalisedbytheIndianEmbassyifitcarriesa conformingAppostillecertificate.

## AFFIDAVIT

(ReferClause1.14 ofqualificationInformation)

1. I,theundersigned,dohereby certify thatallthestatementsmadeinthe required attachmentsare true and correct.

2. The undersigned also hereby certifies that neither our

M/s firm haveabandoned any work onNational Highways in India nor any contract awarded to us for suchworks have been rescinded, during last five years prior to the date of this tender.

3. The undersigned hereby authorize (s) and request(s) any bank, person, firm orcorporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested,andagreestofurnishanysuchinformationattherequestofthe Department/Projectimplementing agency.

(Signed by an Authorized Officer of the Firm) Title of Officer

NameofFirm
DATE

**ANNEXURE – 7**

UNDERTAKING
(ReferClause1.14ofqualificationInformation)

I,theundersigneddoherebyundertake that our firmM/sAgreeto abide by this tender for a period 180 days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

NameofFirm DATE:

## Annexure - 8

## Statement of Undertaking regarding Corporate Debt Restructuring (CDR)during the last five Financial Years as stated in Clause 3.3 d of Section:2Instructions to Tenderers (ITT)

To
Office of the Project
engineer – 02 Bengaluru
Smart Infrastructure Limited
No.30/1, Thimmaiah Road,
Miller Tank Bund Area,
Vasanthnagar,
Bengaluru-560052.

DearSir

**Sub:** Tenderfor**"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years"**

We herebyconfirmthatwehavenotundergoneCDRduringthe lastfiveFinancialYearsprecedingtheTender Submission Due Date.

We alsoconfirmthatwearenotundertakingCDRasonTenderSubmission

DueDate. Thanking you

Yours faithfully AuthorizedSignature:

NameandTitleofSignatory:

NameofTenderer:

Address:

Note:

ThisUndertakingistobesignedbytheTendererandistobecountersignedbytheS

tatutoryAuditor.

# ANNEXURE – 9

## SECTION4:FORMSOFTENDER,LETTEROFACEPTANCE,NOTICETOPROCEEDWITHTHEWORKANDAGREEMENTFORM

### FormofTender

Descriptionof theWorks:**"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years"**

To
Office of the Project
engineer - 02Bengaluru
Smart Infrastructure Limited
No.30/1, Thimmaiah Road,
Miller Tank Bund Area,
Vasanthnagar,
Bengaluru-560051.

Dear Sir,

WeoffertoexecutetheWorksdescribedaboveinaccordancewiththeConditionsofContractaccompanying
thisTenderfortheContractPriceof [infigures](_____)[inletters][5].

ThisTenderand your WrittenAcceptanceof it shallconstitute aBindingContract betweenus.Weunderstand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictlyobservetheLawsagainstFraudandCorruptioninForceinIndianamely"PreventionofCorruption Act 1988".

WeherebyconfirmthatthisTendercomplieswiththeTenderValidityandEarnestMoneyDepositrequiredby the Tender Documents.

We

attachherewithourCurrentIncomeTaxCleara

nceCertificate. Yours faithfully

AuthorizedSignature:

NameandTitleofSignatory:

NameofTenderer:

Address:

To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of theForm of Tender

# ANNEXURE - 10

**LetterofAcceptance**

(LetterHeadPaperoftheEmployer)

Date:

To: [Name and Address of

theContractor]

Dear Sir

ThisistonotifyyouthatyourTenderdated forexecutionofthe**"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years",**
**No.dated**

**...**….fortheContractPriceofRupees(____)
[amountinbothWordsandFigures],ascorrectedand
modifiedinAccordancewiththeInstructionstoTenderersisherebyacceptedbyour Agency.

YouareherebyrequestedtofurnishSecurityDeposit,intheformdetailedinClause No.25.5ofITTforan amountofRs. _____
within20daysoftheReceiptofthisLetterofAcceptancevalidupto30days fromtheDateofExpiry ofDefects LiabilityPeriodi.e. upto__and sign the Contract, failing which actionasstatedinClauseNo.29.4ofITTwillbetaken.

Yours

faithfully

AuthorizedSi

gnature

NameandTitleofSign

atory Name of

Agency

# ANNEXURE - 11

**IssueofNoticetoProceedwiththeWork**

(LetterHeadoftheEmployer)

Date:

To:[NameandAddressoftheContractor]

DearSir

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the**"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years"**for a Tender Price of Rs. _____.Youareherebyinstructedtopro ceedwiththe execution of the said works in accordance with the Contract Documents.

Yoursfaithfully

(Signature,NameandTitleofSignatoryauthorizedtosignonbehalfofEmployer)

# ANNEXURE - 12
## AgreementForm
## Agreement

This Agreement, made on the _____day of _____20____, between_____

[Name and Address of Employer](hereinafter called "the Employer")
Of theonepartand

_____
[NameandAddressofContractor](hereinaftercalled"theContractor")
of the other part.

Whereas the Employer is desirous that the Contractor executes **"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years",No.**No:B-SMILE/PE-02/TEND/02/2026-27
(hereinaftercalled"theWorks") and the Employer has accepted the TenderbytheContractorfor the execution and completion of such Works and the remedying of any defects therein at a Contract Price of Rupees .

NOWTHISAGREEMENTWITNESSETHasfollows.

1. InthisAgreement,WordsandExpressionshallhavethesamemeaningsasarerespectivelyassignedto themintheConditionsofContractthereinafterreferredto,andtheyshallbedeemedtoformandberead and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned,the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any DefectsthereininconformityinallaspectswiththeProvisionsoftheContract.
3. TheEmployerherebycovenantstopaytheContractorinconsiderationoftheExecutionandCompletion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payableundertheProvisionsoftheContractatthetimesandinthemannerprescribedbytheContract.
4. ThefollowingDocumentsshallbedeemedtoformandbereadandconstruedaspartofthisAgreement, viz.
    i. LetterofAcceptance,NoticetoproceedwiththeWorks.

ii. Contractor'sTender.
iii. Contract Data.
iv. ConditionsofContract(includingSpecialConditionsofContract).
v. Specifications.
vi. Drawings.
vii. MinutesofPreTenderMeetingand
viii. AnyotherDocumentlistedintheContractDataasformingpartoftheContract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

TheCommonSealof_____

washereuntoaffixedinthepresenceof

Signed,Sealed and Delivered by thesaid _____

inthePresenceof

BindingSignatureofEmployer_____

BindingSignatureofContractor_____

## SECTION5:CONDITIONSOFCONTRACT

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# A. General

## 1. Definitions

1.1 TermswhicharedefinedintheContractDataarenotalsodefinedintheConditionsofContractbut keeptheirDefinedMeanings.BoldLettersareusedtoidentifyDefinedTerms.

**BillofQuantities**meansthePricedandCompletedBillofQuantitiesforming partoftheTender.

**CompensationEvents**arethosedefinedinClause38hereunder.

The**CompletionDate**istheDateofCompletionoftheWorksascertifiedbytheEmployerin accordance with Sub Clause 46.1.

The**Contract**istheContractbetweentheEmployerandtheContractortoexecute,completeandmaintaintheWorks.ItconsistsoftheDocumentslistedinClause2.2below.

The**ContractData**definestheDocumentsandotherInformation,which comprisetheContract.

The**Contractor**isaPersonorCorporateBodywhoseTendertocarryoutthe Workshasbeen accepted by the Employer.

The**Contractor'sTender**istheCompletedTenderDocumentsubmittedby theContractortotheEmployer.

The**ContractPrice**isthePricestatedintheLetterofAcceptanceandthereafterasadjustedin accordance with the Provisions of the Contract.

**Days**areCalendarDays;**Months**areCalendarMonths.

A**Defect**isanyPartoftheWorksnotcompletedinaccordancewiththeContract.

The**DefectsLiabilityPeriod**isthePeriodnamedintheContractDataandcalculatedfromthe Completion Date.

The**Employer**istheParty whowillemploytheContractortocarryouttheWorks.

**Equipment**istheContractor'sMachineryandVehiclesbroughttemporarilytotheSitetoconstruct the Works.

The**InitialContractPrice**istheContractPricelistedintheEmployer'sLetterofAcceptance.

The **Intended Completion Date**is the Dateon which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an Extension of Time.

**Materials** are all Supplies, including Consumables, used by the Contractor for incorporation in the Works.

**Plant** is any Integral Part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological Function.

The **Site** is the Area defined as such in the Contract Data.
**Specification** means the Specification of the Works included in the Contract and any Modification or Addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence Execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a Person or Corporate Body who has a Contract with the Contractor to carry out a Part of the Work in the Contract which includes Work on the Site.
A **Variation** is an Instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Contract Data.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, Singular also means Plural, Male also means Female or Neuter, and the other way around. Headings have no Significance. Words have their Normal Meaning under the Language of the Contract unless specifically defined. The Employer will provide Instructions clarifying Queries about the Conditions of Contract.

2.2 The Documents forming the Contract shall be interpreted in the following Order of Priority.

i. Agreement.
ii. Letter of Acceptance, notice to proceed with the Works.
iii. Contractor's Tender.
iv. Contract Data.
v. Conditions of Contract (including Special Conditions of Contract).
vi. Specifications.
vii. Drawings.
viii. Minutes of Pre Tender Meeting and
ix. Any other Document listed in the Contract Data as forming Part of the Contract.

## 3. Law Governing Contract

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

## 4. Employer's Decisions

4.1 Except where otherwise specifically stated, the Employer will decide Con

tractualMattersbetweenthe Employer and the Contractor.

**5. Delegation**

5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the ContractorandmaycancelanyDelegationafternotifyingtheContractor.

**6. Communications**

6.1 Communications between Parties which are referred to in the Conditions are effective only when in writing.ANoticeshallbeeffectiveonlywhenitisdelivered(intermsofIndianContractAct).

[5]

**7. Subcontracting**

7.1 The Contractor may, with the prior written approval of the Employer, sub contract a portion of the Works, provided that the **total value of such subcontracted works shall not exceed 49% of the Contract Price**. Subcontracting shall not in any manner relieve the Contractor of its obligations, liabilities or responsibilities under the Contract. **The Contractor shall not assign the Contract without the prior written approval of the Employer.**The Contractor shall not sub-contract any Works in more than 49% (forty nine per cent) of the Contract Price and shall carry out Works directly under its own supervision and through its own personnel and equipment in at least 51% (fifty one per cent) of the Contract Price. Provided, however, that in respect of the Works carried out directly by the Contractor, it may enter into contracts for the supply and installation of Materials, Plant, equipment, road furniture, safety devices and labour, as the case may be, for such Works. The Parties further agree that all obligations and liabilities under this Agreement for the entire project Highway shall at all times remain with the Contractor.

7.2 For implementation of new technologies namely UHPFRC, Bridge bearings, etc. post tender agreement on award of work should be accompanied with agreements, MoUs from respective sub-contractors.

**8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other Contractors, Public Authorities, Utilities and the Employer.

**9. Personnel**

9.1 The Contractor shall employ the Technical Personnel (of Number and Qualifications) as may be stipulated by the B-SMILE from time to time during the Execution of the Work. The Technical Staff so

[5]

employed shall be available at Site as may be stipulated by the Employer.

9.2 IftheEmployeraskstheContractortoremoveapersonwhoisamemberofthe Contractor'sStaffor his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within SevenDaysandhasnofurtherConnectionwiththeworkintheContract.

**10. Employer'sandContractor'sRisks**

10.1 The Employer carriesthe Risks whichthis Contractstates are Employer's Risks, andthe Contractor carriestheRiskswhichthisContractstatesareContractor'sRisks.

**11. Employer'sRisks**

11.1 TheEmployerisresponsibleforthe ExceptedRisks,whichare

a. Rebellion,RiotCommotionorDisorderunlesssolelyrestrictedtoEmployeesoftheContractorarising from the conduct of the Works; or
b. ACauseduesolelytotheDesignoftheWorks,otherthantheContractor'sDesign;or
c. AnyOperationoftheForcesofNature(insofarasitoccursontheSite)which anExperienced Contractor
   i. Couldnothavereasonablyforeseen;or
   ii. Couldreasonablyhaveforeseen,butagainstwhichhecouldnotreasonablyhavetakenatleast one of the following Measures.
      - PreventLossorDamagetoPhysicalPropertyfromoccurringbytaking Appropriate Measures or
      - InsureagainstsuchLossorDamage.

**12. Contractor'sRisks**

12.1 AllRisksofLossorDamagetoPhysicalPropertyandofPersonalInjuryandDeath,whichariseduring and in consequence of the Performance of the Contract other than the Excepted Risks, are the Responsibility of the Contractor.

**13. Insurance**

13.1 The Contractor shall prior to commence the works, effect and thereafter maintain Insurances, in the Joint Names of the Employer and the Contractor (cover from the First Working Day after the StartDate to the End of Defects Liability Period) in the Amounts stated in the Contract Data:

a. ForLossorDamagetotheWorks,PlantsandMaterialsandtheContractor's Equipment;
b. For Liability of both Parties for Loss, Damage, Death and Injury to Third Parties or their Property arising out of the Contractor's Performance of the Contract including the Contractor's Liability for

Damage to the Employer's Property other than the Works and

c. For Liability of both Parties and of any Employer's Representative for Death and Injury to the Contractor'sPersonnelexceptthatLiabilityarisesfromtheNegligenceofthe Employer, any Employer's Representative or their Employees.

13.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer for his Approval before the Start Date. All such Insurances shall providefor Compensation tobepayable to rectifytheLoss orDamageincurred.AllPaymentsreceivedfromInsurers relatingtoLoss orDamage shallbeheldjointlybythePartiesandusedfortheRepairoftheLossorDamage orasCompensation for Loss or Damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the Insurances referred to in the previous Sub Clauses or fails to provide Satisfactory Evidence, Policies or Receipts, the Employer may without Prejudice to any other Right or Remedy, effect Insurance for the Cover relevant to such Default and pay the Premiums due and recover the same as a Deduction from any other Monies due to the Contractor. If no Payment is due, the Payment of the Premiums shall be a Debt Due.

13.4 AlterationstotheTermsofInsuranceshallnotbemadewithouttheApprovalof theEmployer.

13.5 BothPartiesshallcomplywithanyConditionsoftheInsurancePolicies.

**14. SiteInvestigationReports**

14.1 AsperRFP/TenderNotification

**15. QueriesabouttheContract Data**

15.1 TheEmployerwillclarifyQueriesontheContractData.

**16. ContractortoconstructtheWorks**

16.1 TheContractorshallconstructtheWorksinaccordancewiththeSpecificationsandDrawings.

**17. TheWorkstobecompletedbytheIntendedCompletionDate**

17.1 TheContractormaycommenceExecutionoftheWorksontheStartDateandshallcarryoutthe WorksinaccordancewiththeProgramsubmittedbytheContractor,asupdatedwiththeApprovalof theEmployer,andcompletethembytheIntended

CompletionDate.

**18. ApprovalbytheEmployer**

18.1 TheContractorshallsubmitSpecificationsandDrawingsshowingtheproposedTemporaryWorksto theEmployer,whoistoapprovethemiftheycomplywiththeSpecificationsandDrawings.

18.2 TheContractorshallberesponsiblefortheDesignofTemporaryWorks.

18.3 TheEmployer'sapprovalshallnotaltertheContractor'sResponsibilityforDesignoftheTemporary Works.

18.4 TheContractorshallobtainApprovalofThirdPartiesfortheDesignoftheTemporaryWorkswhere required.

18.5 AllDrawingspreparedbytheContractorfortheExecutionoftheTemporaryorPermanentWorks,are subject to prior Approval by the Employer before their use.

**19. Safety**

19.1 **TheContractorshallbeResponsiblefortheSafetyofallActivitiesontheSite.**

**20. Discoveries**

20.1 AnythingofHistoricalorotherInterestorofSignificantValueunexpectedlyDiscoveredontheSiteis thePropertyoftheEmployer.TheContractoristonotifytheEmployerofsuch Discoveriesandcarry out the Employer's Instructions for dealing with them.

**21. PossessionoftheSite**

21.1 TheEmployershallgivePossessionofallpartsoftheSitetotheContractor.IfPossessionofaPartis notgivenbytheDatestatedintheContractData,theEmployerisdeemedtohavedelayedtheStartof theRelevantActivitiesandthiswillbeCompensationEvent.

**22. AccesstotheSite**

22.1 TheContractorshallallowtheEmployerandanyPersonauthorizedbytheEmployerAccesstothe Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carriedoutandtoanyPlacewhereMaterials orPlantarebeing manufactured/fabricated /assembled for the Works.

**23. Instructions**

23.1 TheContractorshallcarryoutallInstructionsoftheEmployerwhichcomp

lywiththeApplicableLaws where the Site is located.

**24. ProcedureforResolutionofDisputes– Arbitration Clause Deleted**

## B. TimeControl

### 25. Program

25.1 Within the Time stated in theContractData, theContractor shall submit to theEmployerfor Approval a Program showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works.

25.2 TheEmployer'sApprovaloftheProgramshallnotaltertheContractor'sObligations.TheContractor mayrevisetheProgramandsubmitittotheEmployeragainatanytime.ARevisedProgramisto showthe Effect of Variations and CompensationEvents.

### 26. ExtensionoftheIntendedCompletionDate

26.1 TheEmployershallextendtheIntendedCompletionDateifaCompensationEventoccursora VariationisissuedwhichmakesitimpossibleforCompletiontobeachievedbytheIntended Completion Date.

26.2 TheEmployershalldecidewhetherandbyhowmuchtoextendtheIntendedCompletionDatewithin 21DaysoftheContractoraskingtheEmployerforaDecisionupontheEffectofaCompensationEvent orVariationandsubmittingFullSupportingInformation.

### 27. DelaysorderedbytheEmployer

27.1 TheEmployermayinstructtheContractortodelaytheStartorProgressofany Activitywithinthe Works.

### 28. ManagementMeetings

28.1 The Employer may require the Contractor to attend a Management Meeting. The Business of a Management Meeting shall be to review the Progress Achieved and the Plans for Remaining Work.

28.2 The Responsibility of the Parties for Actions to be taken is to be decided by the Employer either at the ManagementMeetingoraftertheManagementMeetingandstatedinwritingtobedistributedtoall who attended the Meeting.

## C. QualityControl

### 29. IdentifyingDefects

29.1 The Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found.SuchChecking shall notaffecttheContractor'sResponsibilities.The Employer may instructthe Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

### 30. Tests

30.1 If the Employer instructs the Contractor to carry out a Test not Specified in the Specification to check whether any Work has a Defect and the Test shows that it does, the Contractor shall pay for the Test and any Samples. If there is no Defect the Test shall be a Compensation Event.

### 31. Correctionof Defects

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period,whichbeginsatCompletionandisdefinedintheContractData.TheDefectsLiabilityPeriod shall be extended for as long as Defects remain to be corrected.

31.2 EverytimeNoticeofaDefectisgiven,theContractorshallcorrecttheNotified Defectwithinthe Length of Time specified by the Employer’s Notice.

### 32. UncorrectedDefects

32.1 If the Contractor has not corrected a Defect within the Time Specified in the Employer’s Notice, the EmployerwillassesstheCostofhavingtheDefectcorrected,andtheContractorwillpaythisAmount.

## D. CostControl

### 33. Bill of Quantities (BOQ) - DELETED

### 34. Variations

34.1 TheEmployershallhavepowertoordertheContractortodoanyorallofthefollowingasconsidered necessary or advisable during the Progress of the Work by him.

a. IncreaseordecreaseofanyItemofWork
b. Omit anyItemofWork.
c. ChangetheCharacterorQualityorKindofanyItemofWork.
d. ChangetheLevels,Lines,Positions,Locationsand Dimensionsofany Partofthe Work.
e. ExecuteAdditionalItemsofWorkofanykindnecessaryfortheCompletion oftheWorksand
f. ChangeinanySpecifiedSequence,MethodsorTimingofConstructionofa nyPartoftheWork.

34.2 The Contractor shall be bound to carry out the Work in accordance with any Instructions in this Connection, which may be given to him in Writing by the Employer and such Alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an Order in Writing by the Employer, providedthatnoOrderinWritingshallberequiredforIncreaseorDecreasein theQuantityofanItem appearingintheBOQsolongastheWorkexecutedconformstotheApproved Drawings.

34.4 The Contractor shall promptly request in Writing to the Employer to confirm Verbal Orders and if no such Confirmation is received within 15 days of Request, it shall be deemed to be an Order in Writing by the Employer.

### 35. PaymentsforVariations–DELETED

### 36. SubmissionofMilestone Payment Statements

36.1 The Contractor shall submit to the Employer Bills of the Value of the Work completed less the Cumulative Amount Paid previously.

36.2 The Employer shall check the Contractor's Bill and determine the Value of the Work executed

36.3 The Employer may exclude any Item paid in a Previous Bill or reduce the Proportion of any Item previously paid in the Light of Later Information.

## 37. Payments

37.1 Payments shall be adjusted for Deductions for Advance Payments, other than Recoveries in Terms of the Contract and Taxes at Source as applicable under the Law.The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, Payment is subject to Availability of the Grants.

37.2 The Contractor shall be paid in accordance with the milestone-based payment schedule set out in **Section 6 (Contract Data)**. Payments shall become due upon achievement of the relevant milestone and certification thereof by the Employer / Employer's Representative in terms of the Contract.

37.3 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

## 38. CompensationEvents

38.1 ThefollowingareCompensationEventsunlesstheyarecausedbytheContractor.

a. TheEmployerdoesnotgiveAccesstoaPartoftheSitebytheSitePossession Datestatedinthe Contract Data.
b. TheEmployerordersaDelayordoesnotissueDrawings,SpecificationsorI nstructionsRequired for Execution of Works on time.
c. TheEmployerinstructstheContractortouncoverortocarryoutAdditiona lTestsuponWork which is then found to have no Defects.
d. TheEmployergivesanInstructionfordealingwithanUnforeseenConditio n,causedbythe Employer, or Additional Work required for Safety or other Reasons.
e. TheEffectontheContractorofanyoftheEmployer'sRisks.
f. TheEmployerunreasonablydelaysissuingaCertificateofCompletion.
g. OtherCompensationEventslistedintheContractDataormentionedintheContract.

38.2 IfaCompensationEventwouldcauseAdditionalCostorwouldpreventtheWo rkbeingcompleted before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Priceshallbeincreasedandwhetherandbyhowmuchthe IntendedCompleti onDateshallbeextended.

38.3 As soon as Information demonstrating the Effect of each Compensation Event upon the Contractor's ForecastCosthasbeenprovidedbytheContractor,itistobeassessedbytheE mployerandthe Contract Price shall be adjusted accordingly. If the

Contractor's Forecast is deemed Unreasonable, the EmployershalladjusttheContractPricebasedonEmployer'sownForecast. TheEmployerwill assumethattheContractorwillreactcompetentlyandpromptlytotheEvent.

38.4 The Contractor shall not be entitled to Compensation to the Extent that the Employer's Interests are adversely affected by the Contractor not having given Early Warning or not having cooperated with the Employer.

## 39. Tax(Tender is invited Excluding GST)

39.1 The Rates quoted by the Contractor shall be deemed to be inclusive of the Sales and Other Taxes (OtherthanGST) thattheContractorwillhavetopayforthePerformanceofthisContract.The EmployerwillperformsuchDutiesinregardtotheDeductionofsuchTaxesat Sourceasper Applicable Law.

## 40. Price Adjustment

40.1 The amounts payable to the Contractor for Works shall be adjusted in accordancewith the provisions of this Clause

40.2 The amounts payable to the Contractor for Works, shall be adjusted in the IPC issued by theAuthority's Engineer for the increase or decrease in the index cost of inputs for the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in this Clause sub-point (iv) below.

40.3 To the extent that full compensation for any increase or decrease in costs to the Contractor is notcovered bythe provisions of this orotherClausesin this Agreement,the costs and prices payable under this Agreement shall be deemed to include the amountsrequiredtocoverthecontingencyofsuchotherincreaseordecreaseofcosts and prices.

40.4 The Contract Price shall be adjusted for increase or decrease in rates and price of labour, cement, steel, Plant, machinery and spares, bitumen, fuel and lubricants, and other material inputs in accordance with the principles, procedures and formulae specified below:

40.5 Price adjustment shall be applied on completion of the specified stage of therespective item of work;

40.6 Adjustmentforeachitemofwork/stageshallbemadeseparately;

40.7 The following expressions and meanings are assigned to the value of the work done:

**RW=Valueofworkdoneforthecompletionofastageunderthefollowing**

**items:**

i. Roadworks; and
ii. Otherworks

**BR = Value of work done for the completion of a stage under the items Major Bridges and Structures**

40.8 Priceadjustmentforchangesincostshallbepaidinaccordancewiththe following formulae:

(i) $$VRW = 0.85RW \times [PL \times \frac{L_1 - L_0}{L_0} + PA \times \frac{A_1 - A_0}{A_0} + PF \times \frac{F_1 - F_0}{F_0} + PB \times \frac{B_1 - B_0}{B_0} + PM \times \frac{M_1 - M_0}{M_0} + PC \times \frac{C_1 - C_0}{C_0} + PS \times \frac{S_1 - S_0}{S_0}]$$

(ii) $$VBR = 0.85BR \times [PL \times \frac{L_1 - L_0}{L_0} + PA \times \frac{A_1 - A_0}{A_0} + PF \times \frac{F_1 - F_0}{F_0} + PM \times \frac{M_1 - M_0}{M_0} + PC \times \frac{C_1 - C_0}{C_0} + PS \times \frac{S_1 - S_0}{S_0}]$$

40.9 Where,

VRW= Increase or decrease in the cost of road works/other works during the period under consideration due to changes in the rates for relevant components as stated in sub-paragraph (e).

VBR=Increase or decrease in the cost of Major Bridges and Structures during the period under consideration due to changes in the rates for relevant components as stated in sub-paragraph (e).

PB, PC, PL, PM, and PS are the percentages of bitumen, cement, labour, othermaterials, and steel/components (including strands and cables) respectively for the relevant item as stated in sub-paragraph (e).

PA is the percentage of Plant, machinery and spares component for the relevant item as stated in sub-paragraph (e).

PF is the percentage of fuel and lubricants for the relevant items as stated in sub- paragraph (e).

AO = The wholesale price index as published by the Ministry of Commerce &Industry, Government of India (hereinafter called “WPI”) for “Manufacture of machinery for mining, quarrying and construction” for the month of the Base Date.

AI = The WPI for construction machinery for the month three months prior to the month to which the IPC relates.

BO = The official retail price of bitumen at the nearest refinery at on the Base Date.

BI = The official retail price of bitumen at nearest refinery at [Panipat], on the first day of the month three months prior to the month to which the IPC relates.

CO = The WPI for Ordinary Portland Cement for the month of the Base Date.

CI = The WPI for Ordinary Portland Cement for the month three months prior to the month to which the IPC relates.

FO = The official retail price of high speed diesel (HSD) oil at the existing consumer pumps of Indian Oil Corporation ("IOC") in the State of Karnataka on the Base Date.

FI = The official retail price of HSD at the existing consumer pumps of IOC in the State of [Haryana] on the first day of the month three months prior to the month to which the IPC relates.

LO = The consumer price index for industrial workers for the [circle in the State of Karnataka], published by Labour Bureau, Ministry of Labour, GovernmentofIndia,(hereinaftercalled"CPI")forthemonthoftheBase Date.

LI = The CPI for the month three months prior to the month to which the IPC relates.

MO = The WPI for all commodities for the month of the Base Date.

MI = The WPI for all commodities for the month three months prior to the month to which the IPC relates.

SO = The WPI for Mild Steel –Long Products for the month of the Base Date.

SI = The WPI for Mild Steel –Long Products for the month three months prior to the month to which the IPC relates.

40.10 The following percentages shall govern the price adjustment of the ContractPrice:

| Component | Item | | | | |
|---|---|---|---|---|---|
| | RoadWorks | | | | |
| | Earthwork, Granularwork, and Other works | Bituminous work | Cement Concrete Pavement | Culverts, minorbridges and other structures | Major Bridgesand Structures |
| **Labour(PL)** | [20%] | [20%] | [20%] | [15%] | [15%] |
| **Cement(PC)** | [5%] | Nil | [20%] | [15%] | [15%] |
| **Steel(PS)** | Nil | Nil | Nil | [15%] | [20%] |
| **Bitumen(PB)** | Nil | [15%] | Nil | Nil | Nil |

| Component | Item | | | | |
|---|---|---|---|---|---|
| | RoadWorks | | | | |
| | Earthwork, Granularwork, and Other works | Bituminous work | Cement Concrete Pavement | Culverts, minorbridges and other structures | Major Bridgesand Structures |
| Fuel and lubricants (PF) | [10%] | [10%] | [10%] | [10%] | [10%] |
| Other Materials (PM) | [50%] | [40%] | [35%] | [30%] | [25%] |
| Plant, machinery andspares. (PA) | [15%] | [15%] | [15%] | [15%] | [15%] |
| Total | 100% | 100% | 100% | 100% | 100% |

40.11 Restrictionsonprice adjustment

40.12 Price adjustment shall be due and payable only in respect of the stages of Works for which the Stage Payment Statement has been submitted by the Contractor no later than 30 (thirty) days from the date of the applicable Project Milestone or the ScheduledCompletionDate,asthecasemaybe,includinganyTimeExtensiongranted therefor in accordance with the provisions of this Agreement. For the avoidance of doubt, in the event of submission of any Stage Payment Statement after the period specified herein, price adjustment shall be applicable until the date of the respective Project Milestone or the Scheduled Completion Date, as the case may be.

40.13 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the Provisions of this or other Clauses in the Contract, the Unit Rates included in the Contract shall be deemed to include Amounts to cover the Contingency of such other rise or fall in costs.

## 41. LiquidatedDamages

41.1 TheContractorshallpayLiquidatedDamagestotheEmployeratttheRateperdaystatedinthe ContractDataforeachdaythattheCompletionDateislaterthantheIntendedCompletionDatefor thewholeoftheWorksasstatedintheContractData.TheTotalAmountofLiquidated Damagesshall notexceedtheAmountdefinedintheContractData.TheEmployermaydeductLiquidatedDamages from Payments due to the Contractor. Payment of Liquidated

Damages does not affect the Contractor's Liabilities.

41.2 IftheIntendedCompletionDateisextendedafterLiquidatedDamageshavebeenpaid,theEmployer shallcorrectanyOverpaymentofLiquidatedDamagesbytheContractorbyadjustingtheNext Payment of Bill.

## 42. AdvancePayments

42.1 The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data bythe Date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a Form acceptable to the Employer issued by a Nationalized / Scheduled Bank in Amounts equal to the Advance Payment. The Guarantee shall remain Effective until the Advance Payment has been repaid, but the Amount of the Guarantee shall be progressively reduced by the Amounts repaid by the Contractor. Interest will not be charged on the Advance Payment.

42.2 TheContractoristousetheAdvancePaymentonlytopayforMobilizationExpensesrequired specificallyforExecutionoftheWorks.TheContractorshalldemonstratethatAdvancePaymenthas beenusedinthiswaybySupplyingCopiesofInvoicesorotherDocumentstotheEmployer.

42.3 The Advance Payment shall be recovered by proportionate deductions from the milestone payments falling due to the Contractor during the Construction Period. Such recovery shall commence from the payment due upon achievement of Milestone 2 or from the stage at which the cumulative payments to the Contractor reach not less than 15% of the Contract Price, whichever is earlier, and shall continue at the rate specified in the Contract Data until the entire Advance Payment has been fully recovered; provided that the whole of the Advance Payment shall be fully recovered prior to release of the payment due at Milestone 4 / Completion of Construction Works. No account shall be taken of the Advance Payment or its recovery for the purposes of valuation of Variations, Price Adjustment, Compensation Events or Liquidated Damages.

## 43. Securities

43.1 TheSecurityDeposit(includingAdditionalSecurityforUnbalancedTenders)shallbeprovidedtotheEmployer no later than the Date Specified in the Letter of Acceptance and shall be issued in anAmount and Form and Type of Instrument acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

## 44. CostofRepairs

44.1 Loss orDamagetotheWorksorMaterials tobeincorporatedintheWorksbetweentheStartDateand theEndoftheDefectsCorrectionPeriodsshallberemediedbytheContractorattheC ontractor'sCost iftheLoss orDamagearisesfromtheContractor'sActs orOmissions.

## E. FinishingtheContract

### 45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

### 46. Takingover

46.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

### 47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. **The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete.** If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, theEmployershalldecideontheAmountPayabletotheContractorandmakePay mentwithin60days of receiving the Contractor's Revised Account.

### 48. AsBuiltDrawingsand/orOperatingandMaintenanceManuals

48.1 If "As Built" Drawings and / or Operating and Maintenance Manuals are required, the Contractor shall supply them by the Dates stated in the Contract Data.

48.2 IftheContractordoesnotsupplytheDrawingsbytheDatesstatedintheContractData ,ortheydo notreceivetheEmployer'sApproval,theEmployershallwithholdtheAmountstatedi ntheContract Data from Payments due to the Contractor.

### 49. Termination

49.1 TheEmployermayterminatetheContractiftheotherPartycausesaFundamenta lBreachofthe Contract.

49.2 FundamentalBreachesofContractinclude,butshallnotbelimitedtothefollowing.

a. TheContractorstopsworkfor45dayswhenNoStoppageofWorkisshownontheC urrent Program and theStoppage has not beenauthorizedby the Employer.
b. The Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of ContractandtheContractorfailstocorrectitwithinaReasonablePeriodofTimed eterminedby the Employer.
d. TheContractordoesnotmaintainaSecuritywhichisrequired.
e. TheContractorhasdelayedtheCompletionofWorksbytheNumberofDaysforwhi chthe

MaximumAmountofLiquidatedDamagescanbepaidasdefinedintheContractdata;and

f. IftheContractor,inthe judgmentof theEmployerhasengaged in Corruptor Fraudulent Practices in competing for or in the Executing the Contract.

Forthepurposeofthisparagraph"**CorruptPractice**"meanstheOffering,Giving,Receivingor SolicitingofanythingofValuetoinfluencetheActionofaPublicOfficialintheProcurementProcess orinContractExecution."**FraudulentPractice**"meansaMisrepresentationofFactsinorderto influence a Procurement Process or the Execution of a Contract to the Detriment of the Borrower and includesCollusivePracticeamongTenderers(priortooraferTenderSubmission)designedto establishTenderPricesatArtificialNonCompetitiveLevelsandtodeprivetheBorrowerofthe Benefits of Free and Open Competition.

49.3 When either Party to the Contract gives Notice of a Breach of Contract to the Employer for a Cause otherthanthoseListedunder SubClause 49.2above,the Employershalldecide whethertheBreach is Fundamental or not.

49.4 NotwithstandingtheAbove,theEmployermayterminatetheContractforConvenience.

49.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site Safe and Secure and leave the Site as soon as reasonably possible.

## 50. PaymentuponTermination

50.1 If the Contract is terminated because of a Fundamental Breach of Contract by the Contractor, the Employer shall prepare Bill for the Value of the Work done Less Advance Payments received upto the Date of the Bill, Less other Recoveries Due in Terms of the Contract, Less Taxes Due to be deducted at SourceasperApplicableLawandLessthePercentagetoapplytotheWorknotcompletedasindicated in the Contract Data. Additional Liquidated Damages shall not apply. If the Total Amount due to the Employer exceeds any Payment due to the Contractor, the Difference shall be a Debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's Convenience or because of a Fundamental Breach of Contract by the Employer, the Employer shall prepare Bill for the Value of the Work done, the ReasonableCostofRemovalofEquipment,RepatriationoftheContractor'sPersonnelemployedsolely on the Works and the Contractor's Costs of protecting and securing the Works and Less Advance Paymentsreceiveduptothe DateoftheCertificate, LessotherRecoveriesdueinTermsoftheContract and Less Taxes due to be

deducted at Source as per Applicable Law and make Payment accordingly.

50.3 Upon Termination of this Agreement in accordance with the terms of this clause, the Contractor shall comply with and conform to the following:

(a) deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, Maintenance, other design documents;
(b) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
(c) vacate the Site within 15 (fifteen) days.

## 51. Property

51.1 AllMaterialsontheSite,Plant,Equipment,TemporaryWorksandWorksaredeemed tobethe PropertyoftheEmployer,iftheContractisterminatedbecauseofaContractor'sDefault.

## 52. ReleasefromPerformance

52.1 If the Contract is frustrated by any Event entirely Outside the Control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shallmake the Site Safe and stop work as quickly as possible after receiving this Certificate and shall be paid for all Work carried out before receiving it and for any Work carried out afterwards to which Commitment was made.

## 53. Suspension of Contractor's Rights

53.1 **Suspension upon Contractor Default:**Upon occurrence of a Contractor Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend carrying out of the Works or Maintenance or any part thereof, and (ii) carry out such Works or Maintenance itself or authorise any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Contractor and may extend up to a period not exceeding 90 (ninety) days from the date of issue of such notice.

53.2 **Authority to act on behalf of Contractor:** During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor and the Contractor undertakes to indemnify the Authority for all costs incurred during such period. The Contractor hereby licences and sub-licences respectively, the

Authority or any other person authorised by it to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Elevated corridor and its design, engineering, construction and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

53.3 Revocation of Suspension: In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 60 (sixty) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

53.4 Upon the Contractor having cured the Contractor Default within a period not exceeding 60 (sixty) days from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

53.5

## F. Special ConditionsofContract

ThefollowingSpecialConditionsofContractshallbereadinconjunctionwiththeGeneralConditionsof ContractandInstructionstoTenderersasanExtensionandnotinLimitationoftheObligationsofthe Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract,thedecisionoftheEmployershallbefinalandbindingontheContractor.

1. **Labour**

The Contractor shall, unless otherwise provided in the Contract, make his own Arrangements for the Engagement of all Staff and Labour, Local or Other, and for their Payment, Housing, Feeding and Transport.

The Contractor shall, if required by the Employer, deliver to the Employer a Return in Detail, in such Form and at such Intervals as the Employer may prescribe, showing the Staff and the Numbers of the Several Classes of Labour from time to time employed by the Contractor on the Site and such other Information as the Employer may require.

2. **Compliancewith LabourRegulations**

During Continuance of the Contract, the Contractor shall abide at all times by all existing Labour Enactments and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government or Local Authority and any other Labour Law (including Rules), Regulations, Bye Laws thatmay be passed or Notification that may be issued under any Labour Law in future either by the State or the Central Government or the Local Authority.**The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Competent Authority on Account of Contravention of any of the Provisions of any Act or Rules made there under, Regulations or Notifications including Amendments**. If the Employer is caused to pay or reimburse, such Amounts as may be necessary to cause or observe, or for Non Observance of the Provisions Stipulated in the Notifications / Bye Laws / Acts / Rules / Regulations including Amendments, if any, on the part of the Contractor, Employer shall have the Right to deduct any Money due to the Contractor including his Amount of Security Deposit. The Employer shall also have Right to recover from the Contractor any Sum required or estimated to be required for making Good the Loss or Damage suffered by the Employer.

TheEmployees ofthe Contractor inno case shallbetreated astheEmployeesof theEmployer at any point of time.

3. **ProtectionofEnvironment**

The Contractor shall take all Reasonable Steps to protect the Environment on and off the Site and to avoid Damage or Nuisance to Persons or to

Property of the Public or others resulting from Pollution, Noise or other Causes arising as a Consequence of his Methods of Operation. During Continuance of the Contract, the Contractor shall abide at all times by all Existing Enactments on Environmental Protection and Rules made there under, Regulations, Notifications and Bye Laws of the State or Central Government, or Local Authorities and any other Law, Bye Law, Regulations that may bepassed or Notification that may be issued in this respect in future by the State or Central Government or the Local Authority.

4. **PossessionoftheSite**

The Employer shall give the possession of the Site to the Contractor based on the mutually agreed ConstructionSchedulebetweentheEmployerandtheContractor.IfPossessionofaPartisnot givenasperthemutuallyagreedSchedulethentheEmployerwillassesstheProbable Delaythat mayariseduetononavailabilityofthatparticularpartofSitetotheContractor.

5. The Tender Documents uploaded in the e – Procurement Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.

6. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.

7. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, NomenclatureofItemsand/ortheDrawings,ConditionsofContract,QualificationDocumentandif there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the EmployershallbetheDecidingAuthoritywithregardtotheIntention/Interpretation ofthe DocumentandhisDecisionshallbefinalandbindingontheContractorwithoutanyreservations.

8. The Right to carry out the Work either in Conformity with or in a Manner entirely different from theTermsofthisTenderDocumentthatmaybeconsideredmostsuitablebeforeorsubsequenttothe Receipt of Tenders due to Exigencies of Work is reserved with the Employer.

9. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to DrawingsandSpecificationsorfromanyofhisObligationsundertheContract.

10. **TheWorkmay be subcontracted in accordance with provisions of clause 7 of Part A: Conditions of Contract**

11. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to completetheWorkineveryrespectwithintheIntendedCompletionPeriodasstatedi ntheContract Data.

12. WithintendaysfromtheDateofSigningtheAgreementandbeforecommencementof work,theContractor shall submit to the Employer for his Approval,

a. The Total Work to be executed shall be divided into four Milestones on mutually agreedSchedule betweentheEmployerandtheContractor.TheseMilestonesshallbebasedonFin ancialProgressin concurrencewithrespectivePhysicalProgress.ProgressofWorkwillbereviewe dmonthly/attheend ofeachMilestone.IncasetheProgressachievedfallsshortbymorethan25%ofthe CumulativeProgramme, the Reasons for such Shortfall shall be examined and a Recordmadethereof apportioning the Responsibilities for the Delay between the Contractor and theEmployer.This RecordshallbesignedinfullanddatedbyboththeEmployerandtheContractor.
b. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessedasduetotheDelayonthePartoftheContractor,theContractorshallb eLiableto pay Liquidated Damages as stated in the Contract Data. In case the Contractor picks up the ProgressandcompletesallWorksasperTenderwithintheIntendedCompleti onPeriod,theEntire AmountsorecoveredabovewillbereturnedbacktotheContractorwithoutan yInterest.TheTime of Completion is to be certified by the concerned Project Engineer.

**Further**

i. Time and Progress Chart in direct relation to the Intended Completion Period stated in the ContractDataforCompletionoftheItemsorGroupsofItemsofWorkandfor theContractasa whole.ItshallindicatetheProcedureandMethodinwhichtheWork isproposed to becarried out,theForecastoftheDatesofCommencementandCompletionofVarious

GradesorSections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractorintendstomake.TheProgrammeofWorkmaybeamendedasan dwhennecessary by Agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.

ii. Traffic diversion plan in accordance with the traffic department shall be submitted for the approval before commencement of work. Adequate provisions for installation of blinkers, barricades, alternate roads for traffic, deployment of personnel to manage traffic diversion shall be made.
iii. After diversion plan approval, notification, press release, diversion boards shall be installed be installed before commencement of the work.
iv. The Contractor shall prepare and submit the Working Drawings/Good for Construction drawings along with the required Survey / Investigation Reports to the Employer and get approval for the same by the Employer at Contractor's own risk and cost before commencement of work. Further sufficient time shall be given to the Employer for approval of drawings. Time period required shall be a minimum of 20days from date of submission of final drawings.
v. The Contractor shall be submitting the required mix design reports for Bitumen works and other concrete works along with the necessary quality control reports from the manufactures/Third party for the all the materials before commencement of work.
vi. On Award of the Work, the Contractor shall demonstrate Execution of Asphalt work for a length of 50m with the pavers that are to be deployed for the work by contractor and shall prove Quality by conducting necessary quality control works, Workmanship of his Works as per the required Specifications / Standards of relevant IRC / BIS. Any Improvements required with respect to the Quality, Workmanship and Speed of Execution of the Work as decided by the Employer, such Modifications shall be carried out by the Contractor for Execution of the Work. The Decision of the Employer / Employer's Representatives in this regard shall be final and the Contractor shall abide by the same.

13. OnthebasisofProjectScheduling,theContractorsshallalsosupplyMonthlyBarCha rtfor Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work.TheContractorshallalsosupplysuitablyUpdatedMonthlyBarCharts,etc.inc orporatinginter aliatheDecisiontakenduringSiteInspections / ReviewMeetings.

14. TheApprovaloftheabove ProgrammebytheEmployershallnotabsolveorrelievethe Contractorof any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.

15. **ProgressofWork**

TheContractorshallgivetheEmployeronthe4$^{th}$DayofeachMonthaProgressReportofthe Work done during the Previous Month.

TheProgressofWorkwillbereviewedperiodicallybytheEmployerwiththeContractorandShortfalls,ifanysortedout,theContractorshallthereupontakesuchActionasmaybenecessaryto bring back his Work to Schedule without any Additional Cost to the Employer by employing Overtime Operations,increasingtheNumberofShifts,CapacityoftheEquipmentorotherwiseasdirectedby the Employer and nothing shall be paid extra.

16. **DrawingstobekeptatSite**

TheRequiredSetsoftheDrawings asapprovedbythe Employer shallbekept bythe Contractor at the SiteandthesameshallatallreasonabletimebeavailableforInspectionandUsebythe Employerand hisapproved Representativeandanyotherpersonauthorized bytheEmployer inwriting.

17. **InspectionofWorks**

InadditiontotheProvisionsofRelevantClausesoftheContract,theWorkshallalsobeopento InspectionbytheEmployerandhisapprovedRepresentative.TheContractorshallatalltimesduring theUsualWorkingHoursandatalltimesatwhichReasonableNoticesoftheIntentionofthe EmployerorhisapprovedRepresentativeasstatedabovetovisittheWorksshallhavebeengivento theContractor,eitherhimselfbepresenttoreceivetheOrdersandInstructionsorhaveresponsible SiteEngineerdulyaccreditedinwriting,tobepresentforthatPurpose.

18. **ForeignExchange**

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to becarriedoutinExecutionoftheWork.ItshallbeclearlyunderstoodthatnoForeignExchangerequired forimportingEquipments,Materials forTools,PlantsandMachinery,etc.thatmayberequiredin carryingouttheWork,evenfromtheRupeePaymentCountrywillbemadeavailable.

19. TheContractorshallmakehisownarrangementathisownCostfortheProvisionofTelephone Facilities at the SiteofWorks or at anyotherplace.

20. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, Casting Yard, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

21. TheContractorshallmakehisownarrangementfortheDisposaloftheSpoils/ ExcavatedEarth/ DebrisfromtheWorkstosuchPlace,approvedbytheEmployer,wherethesameshallnotcause Nuisance and shall be acceptable to the Authorities concerned.

22. TheElectricandWaterConnectionstobeobtainedforuseoftheWorkundertheContractaresubject to the following Conditions.

a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.

b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and WaterandnoClaimonthisaccountwhatsoever,shallbeentertained.Itshallbeclearly understood that the Contractor has to make his own Arrangement for Generators for use before the ElectricConnectionismadeavailableandalsotobeusedasaStandbyArrangementincaseof PowerFailure,etc.orinthecaseofDisconnectionofElectricSupplybytheconcernedDepartment for any reason.

23. **SafetyofWorkers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of theContractor'sPartofthisAgreement,theContractorshallathisownExpensearrangefortheSafetyProvisions as per Indian Standard Safety Codes shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor ion this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

i. IS:3696(PartI) – 1966 SafetyCodeforScaffoldsand Ladders
ii. IS:3696 (PartII)–1966 SafetyCodeforScaffoldsandLadders,PartIILadders
iii. IS:3764–1966 SafetyCode forExcavationWork
iv. IS4081–1967 SafetyCodeforBlastingandDrillingOperations
v. IS:4138–1977 SafetyCodeforWorkinginCompressedAir
vi. IS:5121 SafetyCodeforPilingandotherDeepFoundations
vii. IS:5916–1970 SafetyCodeforConstructioninvolvingUseofHotBituminousMaterials
viii. IS:7293–1974 SafetyCodeforWorkingwithConstructionMachinery
ix. IS:7969–1975 SafetyCodefor Storage andHandlingof BuildingMaterials
ix.AnyotherCodeand/orasperdirectionsoftheEmployer(Updatedandlatestcodestobe referred)

24. TheEmployershallhaveFullPowerstosendWorkmenandemployonthePremisesto execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford everyReasonableFacilityduringOrdinaryWorkingHoursprovidedthatsuchOpera

tionsshallbe carried on in such a manner as not to impede the Progress of the Work included in this Contract in the opinion of the Employer.

25. TheContractorshallconducthisWorksothatnottointerferewithorhindertheProgressor Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an AcceptableManner and shall performit in Proper Sequence to the complete Satisfaction ofthe Employer at the Contractor's own Cost.

26. **No WaivingofLegalRightsandPowers**

TheEmployershallnotbeprecludedorstopped fromtakinganyMeasurementsandFramingof EstimatesorDetaininganyCertificatesmadeeitherbeforeoraftertheCompletionandAcceptanceof the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to complywiththeTermsandConditionsoftheContract.NeithertheAcceptancebythe Employernor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any PossessiontakenbytheEmployershalloperateasaWaiverofanyPortionoftheContractorany PowerhereinreservedorofanyRisktoDamage.AWaiverofanyBreachoftheContractshallnotbe held to be a Waiver of any other or subsequent Breach.

27. **NightWork**

ForCompletingtheWorkwellwithintheIntendedCompletionPeriod,theContractorisrequiredto workinthreeshifts(includingNightWork)andnoClaimwhatsoevershallbeentertainedonthis account, not withstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engageddirectlyorindirectlyontheWorkaccordingtotheProvisionsoftheLabourRegulationsand the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writingoftheEmployerexceptwhenWorkisunavoidableorabsolutelynecessaryfortheSafetyof Life,PropertyorWorkinwhichcasetheContractorshallimmediatelyadvisetheEmployer accordingly,providedthattheProvisionsofthisConditionshallnotbeApplicableinthecaseofany Work which is customary tocarry out by Rotation orin Double Shift.

28. No Work shall be covered or put out of View without the approval of the

Employer or his approved RepresentativeandtheContractorshallaffordFullOpportunityforExaminationofsuchServices beforethesearepermanentlyinstalled orextended thereofas perSiteRequirement.

29. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shallcoversuchChargesalsoandnothingextraonaccountofsuchIncidentalCharges,ifany,shallbepaid.

30. No Payment will be made to the Contractor for Damage caused by Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained.

31. The Contractor is required to submit Rates of all Items he has used to derive the Tendered Price inclusive of Cost of all Labour, Materials, Plant, Machinery, Equipments, Carriage and other Inputs, Taxes, Royalties, etc.

32. TheContractorshallmaintaininGoodConditionallWorktilltheCompletionofentire Workallotted tohim.FromtheCommencementoftheWorktotheCompletionofthesame,theWorkistobeunder the Contractor's Charge. The Contractor is to be held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shallnotbeheldResponsible,foranyClaimsforInjuriestoPersonalWorkmenorforStructural DamagetoPropertyhappeningfromanyNeglect,Default,WantofProperCareorMisconductonthe Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned, by the Contractor at his own Cost.

33. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags and Lights, asnecessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed bytheEmployerincludingtheProperIdentificationoftheConstructionAreas.HeshallbeResponsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.

The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.

TheabovesProvisionsshallbefollowedstrictlyandatnotimetheConstruction/ ExcavationAreasare tobeleftUnbarricadedorwithoutRedLampsduringtheHoursofDarkness.Failureto complywith theRequirementsmentionedinthePrecedingParagraphsshallbedeemedtobeaBre achofContract onthePartoftheContractorforwhichtheContractorshallbeLiabletoactionunderRe levantClauses /ConditionsoftheAgreement.

InadditiontootherActionsbeingtakenforsuchBreachofContract,theContractorshallbeli ableto pay compensation @ Rs. 10000/- per Sqm of Area left Unbarricaded.The Employer shall give Notice to the Contractor for such Barrication and the Contractor shall complywith the same within one day of such Notice failing which he shall be liable to pay the aboveCompensationandActionsforthesaidBreachofContract.TheDecisionoftheE mployerinrespectof the above shall be final and binding. The Contractor shall be held fully responsible for any lapses and consequentlosses(Damages,Injuries,Death,etc.)inthisregard.

TheContractorshalluseeveryReasonableMeanstopreventanyofRoads,Bridgescommun icating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractorsandinparticular,shallselectRoutesandVehiclestoavoidsuchUnneces saryDamages.

34. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract andshallprotectandsavetheEmployerfromanyandallDamagesandClaimsthatmay arisebecauseof the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.

35. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets,Conduits,etc.aspertheDirectionsoftheEmployer.NothingExtrawhatsoe verwillbe payable on this account.

36. ForexecutionofanyItemsofWorkwhereIncidentalWorkssuchasBailingoutWater, Shoring,etc. are actually required but not specifically stated in the Tender, it is to be understood that the Amount quotedbytheContractorshallcoversuchChargesalsoandnothingExtraonaccounto fsuch Incidental Charges,ifany,shall bepaid.

37. Any Upgradation in Technology in terms of Construction Procedures / Construction Materials / ConstructionEquipmentswillbeadoptedfromtimetotimeonmutualconsentsofthe

Employerand the Contractor.

38. **Arbitration(Clause24)- DELETED**

39. **QualityControlTests**

The Contractor shall arrange adequately equipped own Laboratory Facility Set up at Site for Site Control on the Quality of Materials and carry out all the Tests as per the Provision of BIS, MoRT&H Specifications and as per the Instructions of the Employer / Employer's Representative.

Further, the Contractor shall adopt Construction Machineries, Execution Methodology, QualityControl System, Safety Management, etc. as per the prevailing State – of – the – Art Facilities in prior consent with the Employer.

40. The Employer might deploy Employer's Representative for Design Checking and Approval, Work Supervision,QualityControlandSupervision,ProgressMonitoring,SafetyMonitoring,etc.The Contractor shall abide by the Instructions / Suggestions given by the Employer's Representative for the successful completion of the Project.

41. **ExistingServices/UtilityLines**

Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines, Power Lines and similarServices / Utility Lines encountered in the Course of the Execution of the Work shall be protected / repaired / maintained in all respects in terms of Materials, Labours, etc. against the knowingly / unknowingly Damage by the Contractor at the Contractor's own risk and cost. The Contractor shall not storeMaterialsorotherwiseoccupyanypartoftheSiteinamannerlikelytohinderthe Operationof such Services.

42. **InterferencewithTrafficandAdjoiningProperties**

a. AllOperationsnecessaryfortheExecutionandCompletionoftheWorksandtheRemedyingof anyDefectsthereinshall,sofarasCompliancewiththeRequirementsoftheContractPermits, shallbe carried outso that not to interfere unnecessarilyorimproperlywiththe following.
   i. TheConvenienceofthepublic,or
   ii. TheAccessto,UseandOccupationofPublicorPrivateRoadsandFootpathsorofProperties whether in the Possession of the Employer or of any other person.

b. IncaseanyOperationconnectedwiththeTrafficnecessitatesDiversion,ObstructionorClosureof anyRoad,RailwayoranyotherRightofWay,theApprovaloftheEmployerandthe Concerned Authoritiesshall be obtainedwell inadvance bytheContractor.

c. Further,itshallbetheResponsibilityoftheContractortoobtainrequiredPermission/Approval fromtheConcernedTrafficPoliceAuthoritiesregardingTrafficDiversionattheC

ontractor's own RiskandCost.TheEmployerwillassisttheContractorincoordinationonly.

d. Further the Contractoris liableto follow the rules and regulation stipulated by the trafficdepartment without fail. Event of accident or incident to the vehicles/public/pedestrian, only the Contractor will be held responsible.
e. TheContractorshallprovideSkilledFlagmenforTrafficDiversionaspertheRequirementof the Concerned Department.
f. The Contractor shall provide Traffic Barricades with Blinkers, Reflective Tapes, Road Delineators, Traffic Cones, Portable Signages, Reflective Lights and other necessary Traffic Signage asrequired, as directed by the Concerned Authorities and as per the Specifications.

43. **MappingofExistingServices/UtilityLines**

The Successful Tenderer (Contractor), on Award of Work, shall map all the Existing Service Lines, above and below the ground level within the Battery Limit, such as Water Supply, Underground Drainage, Electrical, Telephone, Optical Fibre Cables, etc. Mapping of the Service Lines below the Ground Level shall be carried out using Ground Penetrating Radar (GPR) Equipment. Mapping shallbe got approved by all the respective Service Departments at the Risk and Cost of the Contractor. The Contractor shall submit the Approved Maps to the Employer. The Employer will assist the Contractor in coordination only.

a. Shifting of obstructing utilities: The Contractor shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility (including electric lines, water pipes and telephone cables), to an appropriate location or alignment, if such utility or obstruction adversely affects the execution of Works or Maintenance of the Elevated Corridor in accordance with this Agreement in accordance with applicable standards and specifications of concerned utility owning entity.
b. The work towards shifting of utilities shall be treated as Change of Scope. The Contractor shall execute such utility shifting works under the supervision of utility owning agency and Independent Engineer (IE) in accordance with the provision of Agreement. The Authority will provide assistance to the Contractor for obtaining the estimates for shifting of such utilities from the entity owning such electric lines, water pipes or telephone cables, as the case may be. The cost of utility shifting shall be based on the estimates given by the utility-owning agencies, and shall be paid as per actuals by the Authority to the Contractor. Only supervision charges shall be paid by the Authority to the utility-owning entity.
c. In the event of any delay in shifting thereof, the Contractor shall be responsible for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.

d. The dismantled material/scrap of existing Utility to be shifted/dismantled shall belong to the Contractor who would be free to dispose-off the dismantled material as deemed fit by them.

e. The work of shifting of utilities can be taken up by the Contractor any time after signing of the Agreement.

f. **Existing utilities and roads:** Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way or utilities on, under or above the Site are enabled by it to keep such utilities in continuous satisfactory use, if necessary, by providing suitable temporary or permanent diversions with the authority of the controlling body of that road, right of way or utility, and the Authority shall, upon written request from the Contractor, initiate and undertake at the Contractor's cost, legal proceedings for acquisition of any right of way necessary for such diversion.

g. Topographical survey showing the present condition, levels of the Project Road mentioned under the package shall be carried out before commencement of the work and soft copy of the same shall be submitted.

44. **KerbStone**

TheConcreteGradeofkerbproposedshallbeasperspecificationmentionedinSection 7 below

45. TheTenderershall,priortosubmittinghistenderforthework,visitandexaminetheSiteofWorks anditssurroundingsathisownexpenseandobtainandascertainforhimselfonhisownresponsibility allinformationthatmaybenecessaryforpreparinghisTenderandenteringintotheContract, including,interalia,theactualConditionsregardingtheNatureandConditionsofthesite,availability ofmaterials,Labour,probablesitesforlabourcamps,stores,etc.andtheextentofleadandLift required for the work in complete form over the duration of the contract, restrictions, obstructions in work, if any, allow for all such extras likely to be incurred due to any such conditions, restrictions, obstructions, etc. in the quoted Tender Price for the Work. The cost of visiting the Site shall be at the Tenderer's own expense

46. Tenderer(s) are encouraged to submit their respective Bid(s) after visiting the Project site andascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction,access to site, handlingand storageofmaterials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the site shall be at the Tenderer's own expense

47. ItshallbedeemedthatbysubmittingaTender,theTendererhas:
a. madeacompleteandcarefulexaminationoftheTenderDocuments;
b. receivedallrelevantinformationrequestedfromtheEmployer;
c. accepted the risk of inadequacy, error or mistake inthe information provided in the TenderDocuments;
d. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid,executionof theProject inaccordancewith theTender Documentsandperformance of all of its obligations there under;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information providedintheTenderDocumentsorignoranceofanyof thematterssshallnot beabasisforanyclaim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of theContract bythe Tenderer
f. acknowledgedthatitdoesnothaveaConflictofInterest;and
g. agreedtobeboundbytheundertakingsprovidedbyitunderandintermshereof.

48. The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating toIFB, theTender Documents orthe Tender Process, including any error or mistake therein or in any information or data given by the Employer.

49. **Maintenance Obligations of the Contractor**

49.1 The Contractor shall maintain the Elevated Corridor for a period of **10 (ten) years, corresponding to the Defects Liability Period**, commencing from the date of the Completion Certificate (the "Maintenance Period"). For the performance of its Maintenance obligations, the Contractor shall be paid: **@ 0.25% of the Contract Price each for the first five years and @ 0.50% of the Contract Price each for the remaining period of five years. The Amount Put to Tender / Contract Price shall include the cost of maintenance for the entire 10-year Defects Liability / Maintenance Period, in addition to the cost of design, engineering, procurement, construction, testing and commissioning of the Project. Above amount for the performance of Contractors' Maintenance obligations shall be, inclusive of all taxes.** The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI.

49.2 During the Maintenance Period, the Authority shall provide to the Contractor access to the Site for Maintenance in accordance with this Agreement. The obligations of the Contractor hereunder shall include:

- permitting safe, smooth and uninterrupted flow of traffic on the elevated corridor;
- undertaking routine maintenance including prompt repairs of potholes, cracks, joints, drainwos, embankments, structures,

pavement markings, lighting, road signs and other traffic control devices. For the avoidance of doubt, the electricity charges for operation of electrical infrastructure installed along the project length, except the infrastructure being used by the Contractor for its own use, shall be borne by the Authority;

- undertaking repairs to structures;
- informing the Authority of any unauthorised use of the Elevated corridor;
- informing the Authority of any encroachments on the Elevated corridor; and
- operation and maintenance of all communicationand administrative systems necessary for the efficient maintenance of the elevated corridor in accordance with the provisions of thisAgreement.
- **Vegetation removal:**The Contractor shall regularly remove and clear all vegetation, weeds, shrubs, moss, creepers and any other organic growth occurring on or adjacent to the elevated corridor structure, including piers, deck edges, median areas, drainage points, joints and utility corridors.
- **Anti-carbonation treatment:** The Contractor shall carry out anti-carbonation protective coating / painting to exposed concrete surfaces of the elevated corridor at the end of the 3rd, 6th and 9th year from the Date of Completion, or earlier if required based on condition assessment or instructions of the Employer / Employer's Representative.
- The contractor shall submit structural health and safety certificate on completion on 3rd year, 6th year and at the end of 10th year.
- Asphalting/Micro-surfacing shall be carried out on completion of the 4th year and at the end 9th year. DELETED if the elevated corridor is provided with rigid pavement.
- **Lane marking:** To be undertaken at the end of every year, preferably in the month of January.

49.3 In respect of any Defect or deficiency not specified in **Annexure-16**, the Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any wilful default or neglect of the Authority or a Force Majeure Event.

49.4 The Contractor shall remove promptly from the Elevated corridor any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the Elevated corridor in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice.

49.5 **Maintenance Requirements:** The Contractor shall ensure and procure that at all times during the Maintenance Period, the Elevated corridor conforms to the maintenance requirements set forth in **Annexure-16** (the "Maintenance Requirements").

49.6 **Maintenance Programme:**The Contractor shall prepare a monthly maintenance programme (the "Maintenance Programme") in consultation with the Authority's Engineer and submit the same to the Authority's Engineer not later than 10 (ten) days prior to the commencement of the month in which the Maintenance is to be carried out. For this purpose a joint monthly inspection by the Contractor and the Authority's Engineer shall be undertaken. The Maintenance Programme shall contain the following:

- The condition of the road in the format prescribed by the Authority's Engineer;
- the proposed maintenance Works; and
- deployment of resources for maintenance Works.

49.7 **Safety, vehicle breakdowns and accidents:**The Contractor shall ensure safe conditions for the Users, and in the event of unsafe conditions, lane closures, diversions, vehicle breakdowns and accidents, it shall follow the relevant operating procedures for removal of obstruction and debris without delay. Such procedures shall conform to the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice.The Contractor shall maintain and operate a round-the-clock vehicle rescue post with 1 (one) mobile crane having the capacity to lift a truck with a Gross Vehicle Weight of 30,000 (thirty thousand) kilograms. The Contractor shall promptly remove any damaged vehicles and debris from the Elevated corridor to enable safe movement of traffic and shall report all accidents to the police forthwith.

49.8 **Lane closure:**The Contractor shall not close any lane of the Elevated corridor for undertaking maintenance works except with the prior written approval of the Authority's Engineer. Such approval shall be sought by the Contractor through a written request to be made at least 10 (ten) days before the proposed closure of lane and shall be accompanied by particulars thereof. Within 5 (five) business days of receiving such request, the Authority's Engineer shall grant permission with such modifications as it may deem necessary and a copy of such permission shall be sent to the Authority.Upon receiving the permission pursuant to this clause, the Contractor shall be entitled to close the designated lane for the period specified therein, and for all lane closures extending a continuous period of 48 (forty-eight) hours, the Contractor shall, in the event of any delay in re-opening such lane, for every stretch of 250 (two hundred and fifty) metres, or part thereof, pay Damages to the Authority calculated at the rate of 0.1% (zero point one per cent) of the monthly maintenance payment for each day of delay until the lane has been re-opened for traffic. In the event of any delay in re-opening such lanes or in the event of emergency decommissioning and closure to traffic of the whole or any part of the Elevated corridor due to failure of the Contractor, the Contractor shall pay damages to the Authority at double the above rate, without prejudice the rights of the Authority under this Agreement including Termination thereof.

49.9 **Taking over Certificate:**The Maintenance Requirements set forth in

**Annexure-16** having been duly carried out, Maintenance Period as set forth in Clause 49.1 having been expired and Authority's Engineer determining the Tests on Completion of Maintenance to be successful in accordance with **Annexure-18**, the Authority will issue Taking Over Certificate to the Contractor substantially in the format set forth in **Annexure-17**.

**50. Defects Liability Period**

50.1 The Contractor shall be responsible for all the Defects and deficiencies, except usual wear and tear in the Elevated corridor or any Section thereof, till the expiry of a period of commencing from the date of Completion Certificate (the "Defects Liability Period") as specified below:

- (five) years from the date of completion in case of a road being constructed with flexible pavement;
- 10 (ten) years from the date of completion in case of road being constructed with rigid pavement;
- 10 (ten) years from the date of completion in case of road being constructed with flexible pavement using perpetual design;
- 10 (ten) years from the date of completion in case of all stand-alone structures, e.g. Major Bridges/ and Tunnels;
- 10 (ten) years from the date of completion for the stretches where new technology/ material has been/ is proposed to be used.
- (three) years from the date of completion for stretches requiring renewal of Bituminous Concrete (BC) layer through either using hot-in-place recycling of the entire BC layer or providing a fresh layer of BC with 40mm thickness.
- (three) years from the date of completion for stretches requiring improvement to riding quality, in cases other than those mentioned in para (f) above, through laying a layer of BM/DBM and BC.

50.2 The Defects Liability Period shall commence from the date of the Completion Certificate. For the avoidance of any doubt, any repairs or restoration because of usual wear or tear in the Elevated corridor or any Section thereof shall form a part of the Maintenance obligations of the Contractor as specified in Clause 49.

50.3 For the avoidance of doubt, the Defects Liability obligations of the Contractor shall include, but not be limited to, inspection, repair, rectification, replacement and proper functioning of expansion joints, bridge bearings, cracks or distress in crash barriers / parapets, electrical fittings, lighting systems, conduits, drainage outlets, deck drainage arrangements, protective coatings, and all other components of the elevated corridor and associated structures affected by wear, deterioration, damage, leakage, corrosion, settlement, vibration, or operational deficiency, so as to keep the Project in a safe, sound and serviceable condition at all times during the Defects Liability Period.

50.4 **Remedying Defects:**Save and except as provided in Clause 49.1, the Contractor shall repair or rectify all Defects and deficiencies observed by the Authority or Authority's Engineer during the Defects Liability Period

within a period of 15 (fifteen) days from the date of notice issued by the Authority or Authority's Engineer in this behalf, or within such reasonable period as may be determined by the Authority or Authority's Engineer at the request of the Contractor, in accordance with Good Industry Practice.

50.5 **Cost of remedying Defects:**Any repair or rectification undertaken in accordance with the provisions of Clause 50.3, including any additional testing, shall be carried out by the Contractor at its own risk and cost, to the extent that such rectification or repair is attributable to:

- the design of the Project;
- Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- improper maintenance during construction of the Elevated corridor by the Contractor; and/ or
- failure by the Contractor to comply with any other obligation under this Agreement.

50.6 **Contractor's failure to rectify Defects:** If the Contractor fails to repair or rectify such Defect or deficiency within the period specified in Clause 50.4, the Authority shall be entitled to get the same repaired, rectified or remedied at the Contractor's cost to make the Elevated corridor conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall, after due consultation with the Authority and the Contractor, be determined by the Authority's Engineer. **The cost so determined and an amount equal to 20% (twenty percent) of the cost as Damages shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to the Contractor.**

50.7 **Extension of Defects Liability Period:** The Defects Liability Period shall be deemed to be extended till theidentified Defects under Clause 50.4 have been remedied or rectified.

## 51. Authority's Engineer

51.1 **Appointment of the Authority's Engineer:**The Authority shall appoint a firm of Independent Engineers substantially in accordance with the selection criteria set forth in by the Authority, to be the engineer under this Agreement (the "Authority's Engineer"). In unavoidable circumstances, Authority may appoint an officer to act as Authority's Engineer until appointment of a Independent Engineering firm.

51.2 The officer in-charge of the Authority is responsible for the overall supervision and monitoring of the execution of project as the representative of the owner of the project. The Authority's Engineer is appointed to assist the Authority for carrying out the functions as detailed below. As such, an officer of the Authority is vested with all such powers and responsibilities as are enjoined upon the Authority's Engineer and is fully competent to issue any instructions for proper monitoring and

supervision of the project, either by himself or through the Authority's Engineer. Instructions issued by the concerned officer of the Authority shall have the same effect as that of the Authority's Engineer in terms of this Agreement. Wherever such concerned officer issues any instructions or notice to the Contractor, he shall endorse a copy thereof to the Authority's Engineer.

The Authority's Engineer should be appointed within 10 days from the date of this Agreement or before declaration of Appointed Date, whichever is earlier. The Authority shall notify the appointment or replacement of the Authority's Engineer to the Contractor.

The staff of the Authority's Engineer shall include suitably qualified engineers and other professionals who are competent to assist the Authority's Engineer to carry out its duties.

51.3 **Duties and authority of the Authority's Engineer:** The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement and substantially in accordance with the terms of reference ("Terms of Reference" or "TOR") set forth by the authority, but subject to obtaining prior written approval of the Authority before determining:

- any Time Extension;
- any additional cost to be paid by the Authority to the Contractor;
- the Termination Payment;
- issuance of Completion Certificate; or
- any other matter which is not specified in (a), (b), (c) or (d) above and which creates financial liability on either Party.

No decision or communication of the Authority's Engineer shall be effective or valid unless it is accompanied by an attested true copy of the approval of the Authority for and in respect of any matter specified below.

**The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement**. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month. For the avoidance of doubt, the Authority's Engineer shall include in its report, compliance of the recommendations of the Safety Consultant.

51.4 **Delegation by the Authority's Engineer:** The Authority's Engineer may, by order in writing, delegate any of his duties and responsibilities to suitably qualified and experienced personnel who are accountable to Authority's Engineer, or may revoke any such delegation, under intimation to the Authority and the Contractor. Provided, however, that the

Authority's Engineer shall be responsible and liable for all actions and omissions of such personnel.Any failure of the Authority's Engineer to disapprove any work, Plant or Materials shall not constitute approval, and shall, therefore, not prejudice the right of the Authority to reject the work, Plant or Materials, which is not in accordance with the provisions of this Agreement and the Specifications and Standards.Notwithstanding anything stated in this clause, the Authority's Engineer shall not delegate the authority to refer any matter for the Authority's prior approval wherever required in accordance with the provisions of clause 51.3

51.5 **Instructions of the Authority's Engineer:**The Authority's Engineer may issue instructions for remedying any Defect(s) to the Contractor. The Contractor shall take such instructions from the Authority's Engineer, or from an assistant to whom appropriate authority has been delegated under Clause 51.4.

The instructions issued by the Authority's Engineer shall be in writing. However, if the Authority's Engineer issues any oral instructions to the Contractor, it shall confirm the oral instructions in writing within 2 (two) working days of issuing them.

In case the Contractor does not receive the confirmation of the oral instructions within the time specified in this clause, the Contractor shall seek the written confirmation of the oral instructions from the Authority's Engineer. The Contractor shall obtain acknowledgement from the Authority's Engineer of the communication seeking written confirmation. In case of failure of the Authority's Engineer or its delegatedassistant to reply to the Contractor within 2 (two) days of the receipt of the communication from the Contractor, the Contractor may not carry out the instructions.

In case of any dispute on any of the instructions issued by the delegated assistant, the Contractor may refer the dispute to the Authority's Engineer, who shall then confirm, reverse or vary the instructions within 3 (three) business days of the dispute being referred.

51.6 **Determination by the Authority's Engineer:**The Authority's Engineer shall consult with each Party in an endeavour to reach agreement wherever this Agreement provides for the determination of any matter by the Authority's Engineer. If such agreement is not achieved, the Authority's Engineer shall make a fair determination in accordance with this Agreement having due regard to all relevant circumstances. The Authority's Engineer shall give notice to both the Parties of each agreement or determination, with supporting particulars.Each Party shall give effect to each agreement or determination made by the Authority's Engineer in accordance with the provisions of this Agreement. Provided, however, that if any Party disputes any instruction, decision, direction or determination of the Authority's Engineer, the Dispute shall be resolved in

accordance with the Dispute Resolution Procedure.

51.7 **Remuneration of the Authority's Engineer:** The remuneration, costs and expenses of the Authority's Engineer shall be paid by the Authority.

51.8 **Termination of the Authority's Engineer:** The Authority may, in its discretion, replace the Authority's Engineer at any time. However, the Authority shall ensure that alternative arrangements for appointment of another Authority's Engineer or designation of its own officer as the Authority Engineer for the intervening period are made simultaneously.If the Contractor has reasons to believe that the Authority's Engineer is not discharging its duties and functions in accordance with the provisions of this Agreement, it may make a written representation to the Authority and seek termination of the appointment of the Authority's Engineer. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Contractor and the Authority's Engineer and make best efforts for an amicable resolution of the representation. In the event that the appointment of the Authority's Engineer is terminated hereunder, the Authority shall appoint forthwith another Authority's Engineer in accordance with Clause 18.1 and 18.7 (i).

**52. Tests on Completion**

52.1 At least 30 (thirty) days prior to the likely completion of the Elevated corridor, or a Section thereof, the Contractor shall notify the Authority's Engineer of its intent to subject the Elevated corridor or a Section thereof, to Tests. The date and time of each of the Tests shall be determined by the Authority's Engineer in consultation with the Contractor and notified to the Authority who may designate its representative to witness the Tests. The Contractor shall either conduct the Tests as directed by the Authority's Engineer or provide such assistance as the Authority's Engineer may reasonably require for conducting the Tests. In the event of the Contractor and the Authority's Engineer failing to mutually agree on the dates for conducting the Tests, the Contractor shall fix the dates by giving not less than 10 (ten) days' notice to the Authority's Engineer.

52.2 All Tests shall be conducted in accordance with **Annexure-19**. The Authority's Engineer shall either conduct or observe, monitor and review the Tests conducted by the Contractor, as the case may be, and review the results of the Tests to determine compliance of the Elevated corridor or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the Authority's Engineer during the course of any Test that the performance of the Elevated corridor or Section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Contractor to remedy and rectify the Defect or deficiencies. Upon completion of each Test, the Authority's Engineer shall provide to the Contractor and the Authority copies of all Test data including detailed Test results. For the

avoidance of doubt, it is expressly agreed that the Authority's Engineer may require the Contractor to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Elevated corridor or Section thereof with the Specifications and Standards.

52.3 Completion Certificate: Upon completion of all Works forming part of the Elevated corridor, and the Authority's Engineer determining the Tests to be successful and after the receipt of notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of the insurance, it shall, at the request of the Contractor forthwith issue to the Contractor and the Authority a certificate substantially the "Completion Certificate".

52.4 Upon receiving the Completion Certificate, the Contractor shall remove its equipment, materials, debris and temporary works from the Site within a period of 30 (thirty) days thereof, failing which the Authority may remove or cause to be removed, such equipment, materials, debris and temporary works and recover from the Contractoran amount equal to 120% (one hundred and twenty per cent) of the actual cost of removal incurred by the Authority.

52.5 Without prejudice to the obligations of the Contractor specified in this RFP, the property and ownership of all the completed Works forming part of the Elevated corridor shall vest in the Authority.

52.6 Rescheduling of Tests: If the Authority's Engineer certifies to the Authority and the Contractor that it is unable to issue the Completion Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

## SECTION6:CONTRACTDATA

**Itemsmarked"N/A"donotapplyinthisContract.**

ThefollowingdocumentsarealsopartoftheContract:

| Contract Clause Reference | Content |
|---|---|
| NA | The Employer: **The Managing Director, B-SMILE**<br>Address:<br>OfficeoftheProject engineer - 02<br>BengaluruSmartInfrastructureLimited<br>No.30/1, Thimmaiah Road,<br>Miller Tank Bund Area, Vasanth<br>Nagar,<br>Bengaluru-560052. |

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td></td><td>
TheNameandIdentificationNumberoftheContract:<br><br>
“Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years”<br><br>
No.B-SMILE/PE-02/TEND/02/2026-27<br>dated20-05-2026<br><br>
The Work consists of Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years and Maintenance of all the Infrastructural Facilities developed for a Defect Liability Period of 10 years.<br><br>
The Start Date shall be Date of Issue of Notice to Proceed with the Work.<br><br>
The Sites are located along Reaches as detailed out in enclosed Key Maps.
</td></tr>
<tr><td>13</td><td>
Insurancerequirementsareasunder:
<table>
<tr><th>Sl. No.</th><th>TypeofCover</th><th>MinimumCoverforInsurancefor12 months</th></tr>
<tr><td>i.</td><td>WorksandofPlantand Materials</td><td>TheSumstatedintheAgreementplus20%</td></tr>
<tr><td>ii.</td><td>Lossordamagetoequipment</td><td>FullReplacementCost</td></tr>
<tr><td>iii.</td><td>LossordamagetopropertyofThirdParty</td><td>FullReplacementCost</td></tr>
<tr><td>iv.</td><td>PersonalInjuryorDeath Insurance<br>a. forThirdParty<br>b. forContractor’sEmployeesorLabour</td><td>Rs.20.00Lakhtocover4Persons@Rs.5.00 Lakh each.<br>InaccordancewiththeStatutoryRequirementsApplicabletoKarnataka.</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td>17 & 26</td><td>The Intended Completion Date for the whole of the Works is 18 Months as stipulated in Invitation For Tenderfrom the Start Date including monsoon season with following milestone.
<table>
<tr><th>Milestone</th><th>Physical work / stage to be completed (Cumulative)</th><th>No. of Days / Period</th></tr>
<tr><td>Milestone 1</td><td>35%</td><td>192</td></tr>
<tr><td>Milestone 2</td><td>60%</td><td>329</td></tr>
<tr><td>Milestone 3</td><td>85%</td><td>466</td></tr>
<tr><td>Milestone 4</td><td>100% / Completion of ConstructionIssue of Completion Certificate</td><td>548</td></tr>
<tr><td>Milestone 5</td><td>Completion of first 5 years of DLP / Maintenance Period</td><td>End of Year 5 from Completion Date</td></tr>
<tr><td>Milestone 6</td><td>Completion of full 10 years of DLP / Maintenance Period</td><td>End of Year 10 from Completion Date</td></tr>
</table></td></tr>
<tr><td>21</td><td>TheSitePossessionDate:FromthedateofIssueofWorkOrder.</td></tr>
<tr><td>25</td><td>The Contractor shall submit to the Employer for Approval a “Program”showing the General Methods, Arrangements, Order and Timing for all the Activities in the Works: within 30 days from the Date of Signing the Agreement.<br>The Methodology and Program of Construction: 30 days from the Date of Entering into Agreement.<br>The Schedule of Key and Critical Equipment to be deployed on the work as per Agreed Program of Construction: 30 Days from the Date of Entering into Agreement.</td></tr>
<tr><td>31</td><td>The Defects Liability Period is 10 Years, whichwill run concurrently from the Date of the Physical Completion of the Project and on issuance of Completion Certificate by the Competent Authority</td></tr>
<tr><td>37</td><td>The payments to the Contractor shall be made in accordance with the following milestone schedule. A cumulative amount of 90% of the Contract Price shall be payable during the Construction Period upon achievement of the construction milestones set out below. A further 5% of the Contract Price shall be payable upon issue of the Completion Certificate as Performance Security Deposit (PSD). The balance 5% of the Contract Price shall be retained as Final Security</td></tr>
</table>

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td></td><td>
Deposit (FSD) and released in two instalments, namely 2.5% upon satisfactory completion of 5 years of the Defects Liability / Maintenance Period and the remaining 2.5% upon satisfactory completion of the full 10-year Defects Liability / Maintenance Period, subject to due performance and certification by the Employer.
<table>
<tr><th>Milestone</th><th>Physical work / stage to be completed (Cumulative)</th><th>No. of Days / Period</th><th>Payment (% of Contract Price)</th><th>Payment (Cumulative)</th></tr>
<tr><td>Milestone 1</td><td>35%</td><td>192</td><td>20%</td><td>20%</td></tr>
<tr><td>Milestone 2</td><td>60%</td><td>329</td><td>25%</td><td>35%</td></tr>
<tr><td>Milestone 3</td><td>85%</td><td>466</td><td>30%</td><td>75%</td></tr>
<tr><td>Milestone 4</td><td>100% / Issue of Completion Certificate</td><td>On Completion Certificate</td><td>20%</td><td>95%</td></tr>
<tr><td>Milestone 5</td><td>Completion of first 5 years of DLP / Maintenance Period</td><td>End of Year 5 from Completion Date</td><td>2.5% (FSD release)</td><td>97.5%</td></tr>
<tr><td>Milestone 6</td><td>Completion of full 10 years of DLP / Maintenance Period</td><td>End of Year 10 from Completion Date</td><td>2.5% (FSD release)</td><td>100%</td></tr>
</table>
Retention Money
<br>(i) From every payment for Works due to the Contractor, the Authority shall deduct 6% (six per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Construction Period (the “Retention Money”) subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the ContractPrice.
<br>(ii) UponoccurrenceofaContractor’sDefault,theAuthorityshall,withoutprejudicetoits
</td></tr>
</table>

<table>
<tr><th>Contract Clause Reference</th><th>Content</th></tr>
<tr><td></td><td>otherrightsandremedieshereunderorinlaw,beentitledtoappropriatetherelevant amounts from the Retention Money as Damages for such Contractor’s Default.<br><br>(iii) Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall refund the balance of Retention Money remaining with the Authority after adjusting the amounts due to the authority</td></tr>
<tr><td>41</td><td>The Liquidated Damages (LD) for the works are 0.05% of the Estimated Project Cost per day of delay of each Contract Price of each / corresponding Milestone.<br><br>
<table>
<tr><th>Milestone</th><th>Physical work to be completed within the milestones(Cumulative)</th><th>NoofDaysforcompletion of each milestone</th><th>Periodfromthe date of issue of Noticetoproceedwithwork</th></tr>
<tr><td>Milestone1</td><td>35%</td><td>192</td><td>Initiation of work</td></tr>
<tr><td>Milestone2</td><td>60%</td><td>329</td><td>Preliminary and mid works</td></tr>
<tr><td>Milestone3</td><td>85%</td><td>466</td><td>Secondary works and final works</td></tr>
<tr><td>Milestone4</td><td>100%</td><td>548</td><td>Final Period of Completion</td></tr>
</table>
The Maximum Amount of Liquidated Damages is 10% of the respective milestone payment.</td></tr>
<tr><td>42</td><td>The Amounts of the Advance Payment are<br><br>
<table>
<tr><th>Nature of Advance</th><th>Amount(Rs.)</th><th>Conditionstobefulfilled</th></tr>
<tr><td>1. Mobilization</td><td>5%oftheContract Price</td><td>On submission of Unconditional Bank Guarantee.<br>(To be drawn before end of 20% of Contract Period).</td></tr>
</table>
(TheAdvancePaymentwillbepaidtotheContractornolaterthan30daysafterfulfillmentof theaboveConditions )</td></tr>
</table>

| Contract Clause Reference | Content |
|---|---|
| | **RepaymentofAdvancePaymentforMobilization**<br>The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim PaymentCertificatefollowingthatinwhichthetotalofallsuch PaymentstotheContractor hasreachednotlessthan15%oftheContractPriceandshallbemadeattheRateof7.5%of the Amounts of all Interim Payment Certificates until such time as the Loan has been repaid,alwaysprovidedthattheLoanshallbecompletelyrepaidpriortothe**09months**ofthe OriginalTimeforCompletionpursuant toClauses17and26. |
| 48, 49 & 50 | TheDatebywhich"AsBuiltDrawings"(inscale**1:100**)in3setsarerequirediswithin**30days** of Issue of Certificate of Completion.<br><br>TheAmounttobewithheldforfailingtosupply"AsBuiltDrawings"bythedaterequiredis **Rs.1000/-** Per day<br><br>ThefollowingEventsshallalsobeFundamentalBreachoftheContract.<br>–<br>**1.TheContractorhascontravenedClauses7and9ofCC.**<br><br>ThePercentagetoapplytotheValueoftheWorknotcompletedrepresentingtheEmployer's Additional Cost for completing the Works shall be **30%**. |

## SECTION7:Specifications

For Specifications, all the Latest Editions of Relevant Codes of Indian Road Congress, Special Publications, Bureau of Indian Standards, MoRTH shall be referred to.

The Works shall be designed, engineered, procured, constructed, tested, commissioned and maintained in accordance with the latest applicable editions and amendments of the relevant IRC Codes, MoRTH Specifications for Road and Bridge Works, BIS Standards, and other applicable statutory codes and standards.

Without prejudice to the above, the specifications shall specifically include the requirements applicable to elevated corridor / flyover / viaduct works, including foundations, substructure, superstructure, concrete and structural steel works, UHPFRC-based structural elements, bearings, expansion joints, crash barriers, deck drainage, road safety furniture, traffic management during construction, utility protection / shifting interface, quality control, testing and workmanship standards.

The specifications, design criteria, drawings and technical requirements contained in

the DPR and drawings uploaded on the KPPP Portal shall form an integral part of the Contract. In case of any conflict, the more stringent specification / standard, as approved by the Employer, shall apply.

The technical specifications, design criteria, drawings, surveys, investigations, assumptions and other engineering particulars contained in the Detailed Project Report (DPR) prepared by the DPR Consultant and uploaded on the KPPP Portal shall form an integral reference for the Project. The Bidder / Contractor shall be deemed to have examined the same and taken them into account while preparing the Bid and executing the Works.

**Construction:** The Contractor shall comply with the Specifications and Standards set forth in this section for construction of the Elevated corridor.

**Design Standards:**The Elevated corridor including project facilities shall conform to designrequirements set out in Manual of specifications and standards for 4- Laning of Highways, referred to herein as the Manual IRC: SP: 84 and IRC SP 73-2 and IRC 112and also other relevant code/standards & specification for design of Structure &its Construction.Design and construction of foundation, sub structures and super structures and itsapproaches shall be done in accordance with the followingspecifications:

Latest revisions of:

- Indian Road Congress (IRC)
- Indian Standards (IS)
- MORTH Specifications for Road and Bridge Works
- Any other latest relevant Codes & Special Publications as required

**Construction of Bridges/Structures:** As per Manual (IRC: SP-84-2019) and other IRC
Specifications and Guidelines.

Further, all Materials, works and construction operations shall conform to the ManualofSpecifications and Standards for [4-Laning of Highways (IRC: SP 84-)], referred to as
the Manual and MORTH Specifications for Road and Bridge Works. Where the specification for a work is not given, Good Industry Practice shall be adopted to the satisfaction of the Authority’s Engineer.

**Design and construction of foundation, sub structures and superstructures and its approaches shall be done in accordance with thefollowing specifications:**
IRC SP-84 / IRC SP 73- and IRC 112 and also other relevant code/standards &specification for design of Structure & its Construction.

**Deviations from the Specifications and Standards:**The terms “Contractor”, “Independent Engineer” and “Concession Agreement”used in the Manual shall be

deemed to be substituted by the terms “Contractor”,“Authority’s Engineer” and “Agreement” respectively.

**Utility Shifting Works:**As regards, the work of utility shifting, relevant specifications, relevant rules,regulations and acts of Utility Owning Department/Agencies shall be applicable.

## SECTION8:Drawings

The drawings forming part of the Project are as contained in the DPR prepared by the DPR Consultant and uploaded on the KPPP Portal. The Bidder / Contractor shall refer to and rely upon such drawings, together with any amendments, addenda and approved revisions issued by the Employer from time to time, for the purposes of bidding, design development, execution and completion of the Works.

## SECTION9:FinancialBid

**Financial Bid format is as shown below in Annexure – 11**

## ANNEXURE – 11

### Letter comprising the Financial BID

To,
Office of the Project engineer – 02 Bengaluru
Smart Infrastructure Limited No.30/1,
Thimmaiah Road, Miller Tank Bund Area,
Vasanthnagar,
Bengaluru-560051.

**Sub: Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years**

DearSir,

1. WithreferencetoyourRFPdocumentdatedI/we,havingexamined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection oftheContractorfortheaforesaidProject, andwecertifythatallinformation provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
3. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of theproject.
4. I/We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the sameon any account whatsoever.
5. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/We shall keep this offer valid for 180 (one hundred and eighty)days from the BID Due Date specified in the RFP.

Yours faithfully,

Date: (Signature,nameanddesignationofthe
Place: Authorised Signatory)

Name&sealofBidder/LeadMember: .....
ClassIIIDSCIDofAuthorisedSignatory: .....

## ANNEXURE - 12

### TechnicalCapacityofthe Bidder@

(*RefertoClauses3.3, 3.4 and 3.5 ofthe RFP*)

| **Applicant type** | **Project Code*** | **Category$** | **Experience****(EquivalentRs.crore)$$ | | **Technical Experience£** |
|---|---|---|---|---|---|
| | | | Paymentsreceived forconstructionof EligibleProjects in Categories3&4 | Valueofself-construction in Eligible Projects in Categories 1 and 2 | |
| (1) | (2) | (3) | (4) | (5) | (6) |
| Single entity Bidder | a | | | | |
| | b | | | | |
| | c | | | | |
| | d | | | | |
| | e | | | | |
| | f | | | | |
| **AggregateTechnicalExperience=** | | | | | |

*@Provide details of only those projects that have been undertaken by the Applicant. In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding10% of theamount specified as the Estimated Project Cost; and for Categories 3 and 4,include only those projects where the payments received exceed 50% of the Estimated Project Cost.*

**Addmorerowsif necessary.*

*** Construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/EPC contract for the project. In no case shall the cost of maintenance and repair, operation of Highways and landbe included while computing the Experience Score of an Eligible Project.*

*$$ForconversionofUSDollarstoRupees,therateofconversionshallbeRupees[6]to aUS Dollar.*

[6]The conversion rate of USD into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India for the relevant date. Where relevant date should be as on the date 28 (twenty eight) days prior to the Application Due Date.

## ANNEXURE - 13

### FinancialCapacityoftheBidder

(*RefertoClauses3.2,3.3, 3.4 and 3.5 oftheRFP*)(InRs.crore[$])

| **Biddertype** | **NetCash Accruals** | | | | | **NetWorth[£]** |
|---|---|---|---|---|---|---|
| | **2025-26** | **2024-25** | **2023-24** | **2022-23** | **2021-22** | **Year1** |
| Single entity Bidder | | | | | | |
| TOTAL | | | | | | |

| **Bidder type** | **AnnualTurnover** | | | | | | | | | | **Average Annual Turnover (InRs. crore[$])** |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | **2025-26** | | **2024-25** | | **2023-24** | | **2022-23** | | **2021-22** | | |
| | (Rs.) | Updationfactor | (Rs.) | Updationfactor | (Rs.) | Updationfactor | (Rs.) | Updationfactor | (Rs.) | Updationfactor | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | (2x3+4x5+6x7+8x9+10x11) / 5 |
| Single entity Bidder | | **1.00** | | **1.10** | | **1.21** | | **1.33** | | **1.46** | |
| | | | | | | | | | | | |

**Name&addressofBidder'sBankers:**

**£**TheBiddershouldprovidedetailsofitsownFinancialCapacity.

**Instructions:**

1. TheBiddershallattachcopiesofthebalancesheets,financial statements and AnnualReportsfor5(five)yearsprecedingtheBidDueDate.Thefinancial statements shall:
   (a) reflectthefinancialsituationofthe Bidder;
   (b) beauditedbyastatutoryauditor;
   (c) becomplete,includingallnotestothefinancialstatements;and
   (d) correspondtoaccountingperiodsalreadycompletedandaudited(no statements for partial periods shall be requested or accepted).
2. NetCashAccrualsshallmeanProfitAfterTax+Depreciation.
3. Net Worth (the "Net worth") shall means the aggregate value of the paid-up share

capital and all reserves created out of the profits and securitiespremiumaccount, afterdeductingthe aggregate valueofthe accumulated losses, deferred expenditure and miscellaneous expenditure not written off,asper the audited balance sheet,but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
5. The Bidder shall also provide the name and address of the Bankers to the Bidder.
6. The Bidder shall provide an Auditor’s Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculatingsuchnetworthinaccordancewithClause3.2 ofthe RFP document.

**SECTION10:FORMATOFBANKGUARANTEEFORSECURITYDEPOSIT**

## ANNEXURE – 14

## BANK GUARENTEE FOR SECURITY DEPOSIT

To: _____[NameofEmployer]
_____[AddressofEmployer]

WHEREAS _____[Name and Address of Contractor] (hereinafter called "the Contractor") hasundertaken,inpursuanceofContractNo.dated _____toexecute _____[name of Contract and Brief Description of Works] (hereinafter called "the Contract");

ANDWHEREASithasbeenstipulatedbyyouinthesaidContractthattheContractorshallfurnishyouwith a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

ANDWHEREASwehaveagreedtogivetheContractorsuchaBankGuarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs._____ _____[Amount of Guarantee][7]Rupees _____[inWords]and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____
[AmountofGuarantee][8]asaforesaidwithoutyourneedingtoprove ortoshowgroundsorreasonsforyourdemandforthesumspecifiedtherein.

Weherebywaivethenecessityofyour demandingthe saiddebt fromtheContractor beforepresentingus with the demand.

WefurtheragreethatnoChangeorAdditiontoorotherModificationoftheTermsoftheContractorofthe Works tobeperformedthereunderorofany oftheContractDocumentswhichmaybemadebetweenyou and theContractorshallinanywayreleaseusfromanyLiabilityunderthisGuarantee,andweherebywaive Notice of any such Change, Addition or Modification.

This guarantee shall be valid until 30 days from the Date of Expiry of the (Defects Liability Period).

SignatureandSealoftheGuarantor:
NameofBank:
Address:
Date:

# SECTION11:BANKGUARANTEEFORMATFOREARNESTMONEYDEPOSIT

## ANNEXURE – 15

## BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To
Project Engineer-02
Bengaluru Smart Infrastructure Limited
30/13rdFloorMillersRoad,
VasantNagar Bengaluru – 560 051

In accordance with your **Tender No. dated** for the Work of **"Construction of Elevated Corridor (Flyover) at Konanakunte Cross on Kanakapura Road under Engineering, Procurement & Construction (EPC) Mode on Lumpsum, Turkey with allowable Price Escalation using Ultra High-Performance Fiber Reinforced Concrete (UHPFRC) - based structures including maintenance for a period 10 years"**(hereinaftercalled"theTender"),M/s.__one of the Tenderers (hereinafter called the "the Tenderer") having its Registered Office at _____ ____, wishes to participate in the said Tender and an irrevocable Bank Guarantee against EarnestMoney Deposit for an Amount of Rs. ____(Rupees)is required to be submitted by the Tenderer towards the Tender Security.

KNOW ALL MEN by these presents that we, _(Name of Bank) of _____(Name of Country) having our Registered Office at _____(hereinafter called "the Bank")attheRequestoftheTendererdoherebyunequivocallyandunconditionallyguaranteethesame Amountasstatedabove.TheBankisbounduntoBengalurusmartinfrastructurelimited(B-SMILE) (hereinaftercalled"theEmployer)inthesameAmountasstatedaboveforwhichPaymentwellandtrulyto bemadetothesaidEmployer,theBankbindshimself,hisSuccessorsandAssignsbythesepresents.

SEALED with the Seal of the said Bank this _____day of _____20.....

The Conditions of this Obligation are:

IftheTendererwithdrawshisTenderafterTenderOpeningduringthePeriodofTenderValidity specified in the Tender Document; or

1. If the Tenderer does not accept the Correction of the Tender Price in accordance with the Instructionsto Tenderers.
2. If the Tendererhaving been notified of theAcceptance of his Tender bythe EmployerduringthePeriodof Tender Validity
   a. FailsorrefusestoexecutetheFormofAgreementinaccordancewiththeInstructionstoTenderers;or
   b. FailsorrefusestofurnishthePerformanceSecurityinaccordancewiththeInstructionstoTenderers.

We undertake to pay to the Employer upto the above Amount upon Receipt of his First Written Demand, withoutthe Employer having to substantiate his Demand, provided that in his Demand the Employer will note that the Amount claimed by him is due to him owing to the Occurrence of one or any of the Conditions, specifying the Occurred Condition or Conditions.

This Guarantee will remain inforce upto and including (Date) i.e. 180 (one hundred and eighty) days beyond the Tender Validity as such Deadline is stated in the Instructions to Tenderers or it may be extended by the Employer, Notice of whichExtension(s)totheBankshallbereceivedfromtheTendereron whosebehalfthisGuarantee hasbeen issued.AnyDemandinrespectofthisGuarantee should reach theBank not later than the above Date.

Date _____

Signature of the Bank _____
Seal of the Bank _____

Signature of the Witness _____

NameandAddressoftheWitness____

## ANNNEXURE – 16

## *MaintenanceRequirements*

**1. MaintenanceRequirements**

(i) The Contractor shall, at all times maintain the Elevated corridor inaccordance with the provisions of this Agreement, Applicable Laws andApplicable Permits.

(ii) The Contractor shall repair or rectify anyDefect or deficiency set forth inParagraph 2 of this Annexure within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Contractor.Upon occurrence of any breach hereunder, the Authority shall be entitled to effect reductioninmonthlylumpsumpaymentassetforth in**Clause49 of Section F: Special Clauses**ofthisAgreement, without prejudice to the rights of the Authority under this Agreement, including Terminationthereof.

(iii) All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where thespecificationsforaworkarenotgiven, Good Industry Practice shall be adopted.

**2. Repair/rectificationofDefectsanddeficiencies**

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the Defects and deficiencies specified in thisAnnexure within the time limit set forth therein.

**3. OtherDefectsanddeficiencies**

In respect of any Defect or deficiency not specified in this Annexure, the Authority's Engineer may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specificationsand Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Authority'sEngineer.

**4. Extensionoftimelimit**

Notwithstanding anything to the contrary specified in this Annexure, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformitywith Good Industry

Practice. Suchadditional time shallbedeterminedby the Authority’s Engineer and conveyed to the Contractor and the Authority with reasons thereof.

**5. Emergencyrepairs/restoration**

Notwithstanding anything to the contrary contained in this Annexure, if any Defect, deficiency or deterioration in the Elevated corridor poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

**6. DailyinspectionbytheContractor**

The Contractor shall, through its engineer, undertake a daily visual inspection of the Elevated corridor and maintain a record thereof in a register to be kept in such form and manner as the Authority's Engineer may specify. Such record shall be kept in safe custody of the Contractor and shall be open to inspection by the Authority and the Authority's Engineer at any time during office hours.

**7. Pre-monsooninspection/Post-monsooninspection**

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before [1st June] every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the Authority's Engineer before the [10th June] every year. The Contractor shall complete the required repairs before the onset of the monsoon and send to the Authority's Engineer a compliance report. Post monsoon inspection shall be done by the [30th September] and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the Authority's Engineer.

**8. Repairsonaccountofnaturalcalamities**

Alldamages occurring to the Elevated corridor on account of a ForceMajeure Event or wilful default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.

**Repair/rectificationofDefectsanddeficiencies**

The Contractor shall repair and rectify the Defects and deficiencies specified in this Annex-I of Annexure 16 within the time limit set forth in the table below.

**Table-1:MaintenanceCriteriaforPavements:**

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesforInspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| **Flexible Pavement (Pavement of MCW, Service Road, approache** | Potholes | Nil | < 0.1 % of area and subjectto limit of 10mmin depth | Daily | Length Measurement Unit like Scale, Tape, odometeretc. | IRC 82: 2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003 (http://www.tfhrc.com/pavement/ltp/reports/03031/) | 24-48hours | MORT&H Specification 3004.2 |

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesforInspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| **s of Grade structure, approaches of connecting roads, slip roads, lay byes etc.as applicable)** | Cracking | Nil | < 5% subjectto limit of 0.5sqm foran y 50 m length | Daily | | | 7-15days | MORT&H Specification 3004.3 |
| | Rutting | Nil | < 5mm | Daily | StraightEdge | | 15-30days | MORT&H Specification 3004.2 |
| | Corrugations and Shoving | Nil | < 0.1 % of area | Daily | Length Measurement Unit like | | 2-7days | IRC:82-2015 |

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesforInspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| | Bleeding | Nil | <1%of area | Daily | Scale,Tape, odometer etc. | | 3-7days | MORT&H Specification 3004.4 |
| | Ravelling / Stripping | Nil | <1%of area | Daily | | | 7-15days | IRC:82-2015readwithIRCSP 81 |
| | Edge Deformation/ Breaking | Nil | < 1 m for any 100 msection andwidth | Daily | | | 7-15 days | IRC:82-2015 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | < 0.1mat any location , | | | | | |

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesforInspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| | | | restrictedto30cmfromthe edge | | | | | |
| | Roughness BI | 2000 mm/km | 2400 mm/km | Bi-Annually | Class I Profilometer<br>SCRIM<br>(Sideway-force Coefficient Routine Investigation Machine or equivalent) | ClassIProfilometer:ASTME950(98):2004 –Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656 -94: 2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment | 180days | IRC:82-2015 |
| | Skid Number | 60SN | 50SN | Bi-Annually | | | 180days | BS:7941-1: 2006 |
| | Pavement Condition Index | 3 | 2.1 | Bi-Annually | | | 180days | IRC:82-2015 |

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesforInspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| | Other Pavement Distresses | | | Bi-Annually | | | 2-7days | IRC:82-2015 |
| | Deflection/ Remaining Life | | | Annually | Falling Weight Deflectometer | IRC115:2014 | 180days | IRC:115-2014 |
| **Rigid Pavement** | Roughness BI | 2200 mm/km | 2400mm/km | Bi-Annually | Class I Profilometer | ASTME950(98):2004andASTME1656- 94: 2000 | 180days | IRC:SP:83-2008 |
| **(Pavement ofMCW, Service Road,** | Skid | Skid Resistance no. at differentspeedofvehic | | Bi-Annually | SCRIM (Sideway-force | IRC:SP:83-2008 | 180days | IRC:SP:83-2008 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Grade structure,** | | les | | | | | |

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesfor InspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| approaches of connecting roads, sliproads, laybyes etc. as applicable) | | Minimum SN | Traffic Speed (Km/h) | | Coefficient Routine Investigation Machine or equivalent) | | | |
| | | 36 | 50 | | | | | |
| | | 33 | 65 | | | | | |
| | | 32 | 80 | | | | | |
| | | 31 | 95 | | | | | |
| | | 31 | 110 | | | | | |

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesforInspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| **Embankment/Slope** | Edgedrop at shoulders | Nil | 40 mm | Daily | Length Measurement Unit like Scale,Tape, odometeretc. | IRC | 7-15days | MORT&H Specification 408.4 |
| | Slope of camber/ cross fall | Nil | <2% variation in prescribedslopeofcamber / cross fall | Daily | | | 7-15days | MORT&H Specification 408.4 |
| | Embankment | Nil | <15 % variatio | Daily | | | 7-15days | MORT&H Specificat |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Slopes | | n in | | | | | io n 408.4 |

| AssetType | Performance Parameter | LevelofService (LOS) | | Frequency of Inspection | Tools/ Equipment | StandardsandReferencesforInspectionandDataAnalysis | Timelimitfor Rectification/ Repair | Maintenance Specifications |
|---|---|---|---|---|---|---|---|---|
| | | Desirable | Acceptable | | | | | |
| | | | prescribe sideslope | | | | | |
| | Embankment Protection | Nil | Nil | Daily | NA | | 7-15days | MORT&H Specification |
| | Rain Cuts/ Gullies in slope | Nil | Nil | Daily Specially During Rainy Season | NA | | 7-15days | MORT&H Specification |

Inadditiontotheaboveperformancecriterion,thecontractorshallstrictlymaintaintherigidpavements asperrequirementsinthefollowing table Table -2: **Maintenance Criteria for Rigid Pavements:**

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| **CRACKING** | | | | | | |
| 1 | **Single Discrete Cracks Not intersectingwith any joint** | w = width of crackL = length of crackd = depth of crackD = depth of slab | 0 | Nil,notdiscernible | No Action | Notapplicable |
| | | | 1 | w<0.2mm.hair cracks | | |
| | | | 2 | w = 0.2 - 0.5 mm, discernible from slow-moving car | Sealwithoutdelay | Seal, and stitch if L >lm. |
| | | | 3 | w = 0.5 - 1.5 mm, discernible from fast-moving car | | Within7days |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | **Forthecased<D/2** | **Forthecased>D/2** |
| | | | 4 | w= 1.5- 3.0mm | Seal,andstitchifL>lm<br>. Within 7 days | Staple or Dowel Bar Retrofit, FDR for affected portion.<br>Within15days |
| | | | 5 | w> 3mm. | | |
| 2 | **Single Transverse(or Diagonal) Crack intersectingwith one or more joints** | w = width of crackL = length of crackd = depth of crackD = depth of slab | 0 | Nil,notdiscernible | No Action | |
| | | | 1 | w<0.2mm,hair cracks | Route and seal with epoxy.<br>Within7days | StapleorDowelBar Retrofit.<br>Within15days |
| | | | 2 | w=0.2 -0.5 mm, discerniblefrom slow vehicle | | |
| | | | 3 | w=0.5 -3.0 mm, discerniblefrom fast vehicle | Route,sealandstitch,if L > 1 m.<br>Within7days | |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| | | | 4 | w= 3.0- 6.0mm | DowelBarRetrofit.<br><br>Within 15 days | Full Depth Repair Dismantle and reconstruct affected.<br><br>Portion with norms and specifications - See Para 5.5 & 9.2<br><br>Within15days |
| | | | 5 | w > 6 mm, usually associated with spalling, and/or slab rocking under traffic | Not Applicable, as it may be full<br><br>depth | |
| 3 | **Single Longitudinal Crack intersecting with one or more joints** | w = width of crackL = length of crackd = depth of crackD = depth of slab | 0 | Nil,notdiscernible | No Action | |
| | | | 1 | w < 0.5 mm, discernable from slow moving vehicle | Seal with epoxy, if L> 1 m.<br><br>Within7days | Stapleordowelbar retrofit.<br><br>Within15days |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| | | | 2 | w=0.5 -3.0 mm, discerniblefrom fast vehicle | Routesealandstitch, ifL > lm.<br>Within15days | - |
| | | | 3 | w= 3.0- 6.0mm | Staple,ifL>1m.<br>Within 15 days | PartialDepthRepair with stapling.<br>Within15days |
| | | | 4 | w = 6.0 - 12.0 mm, usually associated with spalling | | |
| | | | 5 | w > 12 mm, usually associated with spalling, and/or slab rocking under traffic | Not Applicable, as it may be full depth | Full Depth Repair Dismantle and reconstruct affected portionaspernorms and specifications - See Para 5.6.4 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | Within15days |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| 4 | **Multiple Cracks intersectingwith one or more joints** | **w=widthofcrack** | 0 | Nil,notdiscernible | No Action | - |
| | | | **1** | w<0.2mm,hair cracks | Seal,andstitchifL>lm. Within 15 days | |
| | | | 2 | w=0.2 -0.5 mm. discerniblefrom slow vehicle | | |
| | | | 3 | w=0.5 -3.0 mm, discerniblefrom fast vehicle | Fulldepthrepairwithin 15 days | Dismantle,Reinstate subbase,Reconstruct whole slab as per specificationswithin 30 days |
| | | | 4 | w = 3.0 - 6.0mm panel broken into 2 or 3 pieces | | |
| | | | 5 | w>6mmand/orpanelbroken into more than 4 pieces | | |
| 5 | **CornerBreak** | w= widthofcrack | 0 | Nil,notdiscernible | No Action | - |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| | | L=lengthofcrack | 1 | w<0.5mm;only1cornerbroken | Sealwithlowviscosity epoxy to securebrokenparts Within 7 days | Sealwithepoxyseal with epoxy Within7days |
| | | | 2 | w<1.5mm;L<0.6m,onlyone corner broken | | |
| | | | 3 | w < 1.5 mm; L < 0.6 m, two corners broken | Partial Depth (Refer Figure 8.3 of IRC:SP:83-2008) Within15days | Fulldepth repair |
| | | | 4 | w>1.5mm;L>0.6morthree corners broken | | |
| | | | 5 | reeorfourcornersbroken | | Reinstate sub-base, and reconstruct the slab as per norms and specifications within 30days |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| 6 | **Punchout(Applicable to Continuous ReinforcedConcrete Pavement (CRCP) only)** | w=widthofcrack L = length (m/m2) | 0 | Nil,notdiscernible | | No Action |
| | | | 1 | w< 0.5 mm;L<3 $m/m^2$ | Not Applicable, as it may be full depth | Seal with low viscosity epoxy to secure broken parts. Within15days |
| | | | 2 | eitherw> 0.5mmorL<3 $m/m^2$ | | |
| | | | 3 | w>1.5 mm andL<3 $m/m^2$ | | |
| | | | 4 | w>3mm,L<3m/ $m^2$anddeformation | | Full depth repair - Cut out and replace damagedareataking care not to damage reinforcement. Within30days |
| | | | 5 | w > 3 mm, L > 3 $m/m^2$and deformation | | |
| **SurfaceDefects** | | | | | | |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| 7 | Ravelling or Honeycomb type surface | r=areadamaged surface/totalsurfaceofslab(%) h=maximumdepth of damage | 0 | Nil,notdiscernible | ShortTerm | LongTerm |
| | | | | | No action. | NotApplicable |
| | | | 1 | r< 2% | Local repair of areas damaged and liable to be damaged. Within15days | |
| | | | 2 | r= 2- 10 % | | |
| | | | **3** | r= 10-25% | BondedInlay,2or3slabs if affecting. Within30days | |
| | | | 4 | r= 25- 50 % | | |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | **Forthecased<D/2** | **Forthecased>D/2** |
| | | | 5 | r> 50%andh> 25mm | Reconstructslabs,4or more slabs if affecting.<br><br>Within30days | |
| 8 | **Scaling** | r = damaged surface/totalsurfaceofslab(%)<br>h=maximumdepth of damage | 0 | Nil,notdiscernible | **ShortTerm** | **LongTerm** |
| | | | | | No action. | NotApplicable |
| | | | 1 | r**<2%** | Local repair of areas damaged and liable to be damaged.<br><br>Within7days | |
| | | | 2 | r= 2-10 % | | |
| | | | 3 | r= 10- 20% | BondedInlaywithin15 | |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| | | | **4** | r= 20- 30 % | days | |
| | | | 5 | r> 30% andh > 25mm | Reconstructslabwithin 30 days | |
| 9 | **Polished Surface/Glazing** | t=texturedepth, sand patch test | 0 | | No action. | NotApplicable |
| | | | 1 | t> 1mm | | |
| | | | 2' | t= 1- 0.6 mm | Monitor rate of deterioration | |
| | | | 3 | t= 0.6- 0.3mm | | |
| | | | 4 | t= 0.3- 0.1mm | | |
| | | | 5 | t< 0.1 mm | Diamond Grinding if | |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | **Forthecased<D/2** | **Forthecased>D/2** |
| | | | | | affecting 50% ormoreslabsina continuous stretch of minimum 5 km. Within30days | |
| 10 | **Popout (Small Hole), Pothole Refer Para 8.4** | n=number/ $m^2$d=diameterh =maximum depth | 0 | d < 50 mm; h < 25 mm; n < 1 per 5 $m^2$ | No action. | NotApplicable |
| | | | 1 | d=50-100mm;h<50mm;n<1 per5 $m^2$ | Partialdepthrepair65 mm deep. Within15days | |
| | | | 2 | d=50-100mm;h>50mm;n<1 per5 $m^2$ | | |

| S.No. | Typeof Distress | Measured Parameter | Degree of Severity | AssessmentRating | RepairAction | |
|---|---|---|---|---|---|---|
| | | | | | Forthecased<D/2 | Forthecased>D/2 |
| | | | 3 | d = 100 - 300 mm; h < 100 mm n <1 per 5 $m^2$ | Partial depth repair 110mm i.e.10mmmorethanthe depth of the hole. Within30days | |
| | | | 4 | d = 100 - 300 mm; h > 100 mm; n < 1 per 5 $m^2$ | | |
| | | | 5 | d > 300 mm; h > 100 mm: n > 1 per 5 $m^2$ | Fulldepthrepair. Within 30 days | |

| JointDefects | | | | | | |
|---|---|---|---|---|---|---|
| 11 | **JointSealDefects** | lossordamageL = Length as % total joint length | 0 | Difficultto discern. | **ShortTerm** | **LongTerm** |
| | | | | | No action. | NotApplicable |
| | | | 1 | Discernible, L< 25% butof little immediate consequence with regard to ingress of water or trapping incompressible material. | Cleanjoint,inspectlater. | |
| | | | 3 | Notable. L > 25% insufficient protection against ingress of water and trapping incompressiblematerial. | Cleanandreapplysealantin selectedlocations. Within7days | |
| | | | 5 | Severe; w > 3 mm negligible | Clean,widenandresealthejoint. | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | protection<br>againstingressofwater | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | and<br><br>trapping incompressiblemateri al. | Within7days | |
| 12 | **SpallingofJoints** | w = width on either side of the joint L = length of spalled portion (as % joint length) | 0 | Nil,notdiscernible | No action. | NotApplicable |
| | | | 1 | w< 10mm | Applylowviscosityepoxyresin/ mortar in cracked portion.<br><br>Within7days | |
| | | | 2 | w= 10- 20mm, L<25% | | |
| | | | 3 | w= 20- 40mm, L>25% | PartialDepthRepair.<br><br>Within 15 days | |
| | | | 4 | w= 40- 80mm, L>25% | 30-50mmdeep,h=w+20%of<br><br>w, within 30 days | |
| | | | 5 | w>80mm,andL>25% | 50-<br><br>100mmdeeprepair. H<br><br>= w + 20% of w.<br><br>Within30days | |
| 13 | **Faulting(orSteppi** | f=differenceofleve | 0 | notdiscernible,<1 | No action. | No action. |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **ng)** | l | | mm | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **inCracksor Joints** | | 1 | f <3 mm | | |
| | | | 2 | f =3 - 6 mm | Determine cause and observe, take action for diamond grinding | Replacetheslabas appropriate.<br><br>Within30days |
| | | | 3 | f=6 - 12mm | DiamondGrinding | |
| | | | 4 | f=12- 18mm | Raisesunkenslab. | Replacetheslabas appropriate.<br><br>Within30days |
| | | | 5 | f> 18mm | Strengthen subgrade andsub-base by grouting and<br><br>raisingsunken slab | |
| 14 | **BlowuporBuckling** | h = vertical displacement from normal profile | 0 | Nil,notdiscernible | **ShortTerm** | **LongTerm** |
| | | | 1 | h < 6mm | No Action | |
| | | | 2 | h= 6- 12mm | InstallSignstoWarnTraffic | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | **3** | h= 12- 25mm | within7days | |
| | | | 4 | h > 25mm | FullDepthRepair.<br>Within 30 days | |
| | | | 5 | shatteredslabs,ie4or more pieces | Replacebrokenslabs.<br>Within30days | |
| 15 | **Depression** | h = negative vertical displacement from normalprofileL =length | 0 | Notdiscernible,h<5mm | No action. | NotApplicable |
| | | | 1 | h= 5- 15mm | | |
| | | | 2 | h=15-30mm,Nos<20% joints | InstallSignstoWarnTraffic<br>within 7 days | |
| | | | 3 | h= 30- 50mm | | |
| | | | 4 | h>50mmor>20%joints | Strengthensubgrade.<br>Reinstatepavementatnormallevel | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 5 | h > 100mm | if L<20 m.<br>Within30days | |
| 16 | **Heave** | h = positive vertical displacement from normal profile.<br>L=length | 0 | Notdiscernible.h<5 mm | **ShortTerm** | **LongTerm** |
| | | | | | No action. | scrabble |
| | | | 1 | h= 5- 15mm | Follow up. | |
| | | | 2 | h=15-30mm,Nos <20%joints | InstallSignstoWarn Traffic<br>within7days | |
| | | | 3 | h= 30- 50mm | | |
| | | | 4 | h>50mmor>20% joints | Stabilise subgrade. Reinstate pavementatnormalleveliflength <20m.Within30days | |
| | | | 5 | h > 100mm | | |
| 17 | **Bump** | h = vertical | 0 | h < 4mm | No action | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | displacement<br><br>from normal profile | 1 | h = 4- 7 mm | Grind,incaseofnewconstructi<br><br>on within 7 days | ConstructionLim it for<br><br>New Construction. |
| | | | 3 | h= 7- 15mm | Grind, in case of ongoing Maintenance<br><br>within15days | Replaceincaseof new construction.<br><br>Within30days |
| | | | 5 | h > 15mm | FullDepthRepair.<br><br>Within 30 days | FullDepthRepair.<br><br>Within 30days |
| 18 | **Lane<br><br>to Shoulder Dropoff** | f=differenceof level | 0 | Nil,notdiscernible<br><br><3mm | **ShortTerm** | **LongTerm** |
| | | | | | No action. | |
| | | | 1 | f=3 - 10mm | Spotrepairofshoulder<br><br>within 7 days | |
| | | | 2 | f=10 - 25mm | | |
| | | | 3 | f=25 - 50mm | Fillup shoulder | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | 4 | f=50 - 75mm | within7dayss | Forany100m stretchReconstruct shoulder, |
| | | | 5 | f >75 mm | | if affecting25%or more of stretch. Within30days |
| **Drainage** | | | | | | |
| 19 | **Pumping** | quantity of fines andwaterexpelled through open joints and cracks Nos | 0 | not discernible | No Action | |
| | | | 1to 2 | slight/ occasionalNos<10% | RepaircracksandjointsWithout delay. | Inspect and repair sub-drainage at distressedsections and upstream. |
| | | | 3to 4 | appreciable/ Frequent 10 - 25% | Liftorjackslabwithin30days. | |
| | | Nos/100m stretch | 5 | abundant, crack development > 25% | Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab. Within30days | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | **Ponding** | Ponding on slabs due to blockage of drains | 0-2 | No discernible problem | No action. | |
| | | | 3to 4 | Blockages observed in drains, but water flowing | Cleandrainsetcwithin7days, Follow up | Action required to stopwaterdamaging foundationwithin 30 days. |
| | | | 5 | Ponding, accumulation of water observed | -do- | |

**Table-3:MaintenanceCriteriaforSafetyRelatedItemsandOtherFurnitureItems:**

<table>
<tr><th>Asset Type</th><th>Performance Parameter</th><th>LevelofService(LOS)</th><th>Frequency of Measurement</th><th>TestingMethod</th><th>Recommended Remedial measures</th><th>Timelimitfor Rectification</th><th>Specifications and Standards</th></tr>
<tr><td rowspan="5">Highway</td><td rowspan="5">Availability of Safe Sight Distance</td><td>As perIRCSP:84-2014,aminimum of safe stopping sight distance shall be available throughout.<br><table><tr><th>Design Speed, kmph</th><th>Desirable MinimumSight Distance(m)</th><th>Safe Stopping Sight Distance (m)</th></tr><tr><td>100</td><td>360</td><td>180</td></tr><tr><td>80</td><td>260</td><td>130</td></tr></table></td><td rowspan="5">Monthly</td><td rowspan="5">Manual Measurements<br><br>with Odometer along<br><br>with video/image backup</td><td colspan="2" rowspan="5">Removal of obstruction within 24 hours, in case of sight line affected by temporaryobjectssuch as trees, temporary encroachments.<br><br>Incaseofpermanentstructureor design deficiency:<br>Removal of obstruction/improvement<br><br>of deficiency at the earliest<br>Speed Restriction boards and suitable traffic calming measuressuchastransversebar marking,blinkers,etc.shallbe applied during the period of rectification.</td><td rowspan="5">IRC:SP 84-2014</td></tr>
<tr><td>Pavement Marki</td><td>Wear</td><td><70%ofmarking remaining</td><td>Bi-Annually</td><td>Visual Assessment as per Annexure- F</td><td>Re- painting</td><td>Cat-1Defect– within 24 hours<br>Cat-2 Defect - within 2</td><td>IRC:35-2015</td></tr>
</table>

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **ng** | | | | of IRC:35-2015 | | months | |

<table>
<tr><th>Asset Type</th><th>Performance Parameter</th><th>LevelofService(LOS)</th><th>Frequency of Measurement</th><th>TestingMethod</th><th>Recommended Remedial measures</th><th>Timelimitfor Rectification</th><th>Specifications and Standards</th></tr>
<tr><td></td><td>Day<br><br>time Visibility</td><td>DuringexpectedlifeServiceTime<br>Cement Road - 130mcd/m²/lux<br>BituminousRoad- 100mcd/m²/lux</td><td>Monthly</td><td>As per Annexure-Dof IRC:35-2015</td><td>Re- painting</td><td>Cat-1Defect– within 24 hours Cat-2Defect– within2months</td><td>IRC:35-2015</td></tr>
<tr><td></td><td>Night<br><br>Time Visibility</td><td><u>InitialandMinimumPerformanceforDryRetroreflectivityduring nighttime:</u>
<table>
<tr><td>Design Speed</td><td>(RL) Retro Reflectivity (mcd/m²/lux)</td><td></td></tr>
<tr><td></td><td>Initial (7 days)</td><td>Minimum Thresholdlevel (TL)& warranty period required<br><br>upto2 years</td></tr>
<tr><td>Upto 65</td><td>200</td><td>80</td></tr>
</table></td><td>Bi-Annually</td><td>As per Annexure-E of IRC:35-2015</td><td>Re- painting</td><td>Cat-1Defect– within 24 hours Cat-2Defect– within2months</td><td>IRC:35-2015</td></tr>
</table>

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | 65- 100 | 250 | 120 | | | | |
| | | Above 100 | 350 | 150 | | | | |
| | | Initial and Minimum Performance forNightVisibilityunderwetcondition | | | | | | |

| Asset Type | Performance Parameter | LevelofService(LOS) | Frequency of Measurement | TestingMethod | Recommended Remedial measures | Timelimitfor Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | | (Retro reflectivity):<br>Initial7daysRetroreflectivity:100<br>mcd/m²/lux<br>MinimumThresholdLevel:50<br>mcd/m²/lux | | | | | |
| | Skid Resistance | Initial and Minimum performance for Skid Resistance:<br>Initial (7days): 55BPN<br>Min.Threshold: 44BPN<br>*Note: shall be considered under urban/city traffic condition encompassing the locations like pedestrian crossings, bus bay, bus stop, cycle track intersection delineation,transversebarmarkings<br>etc | Bi-Annually | As per Annexure-Gof IRC:35-2015 | | Within24 hours | IRC:35-2015 |
| **Road Sig** | Shape<br><br>and Position | ShapeandPositionasperIRC:67-2012.<br>Signboardshouldbeclearlyvisiblefor the design speed of the section. | Daily | Visual<br><br>with video/image backup | Improvement of shape, in case if shape<br><br>is damaged.<br><br>Relocation | 48 hours in case of Mandatory Signs,Cautionary and Informatory Signs (Single | IRC:67-2012 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **ns** | | | | | asper requirement | and Dualpostsigns )<br>15Daysincase of Gantry/Cantile ve rSignboards | |

| Asset Type | Performance Parameter | LevelofService(LOS) | Frequency of Measurement | TestingMethod | Recommended Remedial measures | Timelimitfor Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | Retro reflectivity | AsperspecificationsinIRC:67-2012 | Bi-Annually | Testingofeach signboard using<br><br>Retro Reflectivity Measuring Device.<br>In accordance withASTMD 4956-09. | hange of ignboard | 48hours in case of<br><br>Mandatory Signs,Cautionary and Informatory Signs(Singlea nd Dualpostsigns )<br><br>1Monthincase of Gantry/ Cantilev er Sign boards | RC:67-2012 |
| **Kerb** | KerbHeight | As per IRC 86:1983 depending upon type of Kerb | Bi-Annually | Useofdistance measuringtape | Raising<br><br>Kerb Height | Within1 Month | RC 86:1983 |
| | KerbPainting | Functionality:FunctioningofKerb painting as intended | Daily | Visual with video/image backup | KerbRepainting | Within7-days | RC 35:2015 |
| **Other Road Furnitu** | Reflective Pavement Markers(Road Studs) | Numbers and Functionality as per specificationsinIRC:SP:84-2014and IRC:35-2015,unlessspecifiedin By the employer | Daily | Counting | New Installation | Within2 months | IRC:SP:84 - 2014, IRC:35-2015 |
| | Pedestrian | Functionality: Functioning | Daily | Visual with video/image | Rectification | Within15days | IRC:SP:84-2014 |

**r e**

| | | | | | | |
|---|---|---|---|---|---|---|
| Guardrail | of guardrail as intended | | backup | | | |
| Traffic<br><br>Safety Barriers | Functionality:FunctioningofSafety Barriers as intended | Daily | Visual<br><br>with video/image backup | Rectification | Within7days | IRC:SP:84-2014, IRC:119-2015 |

| Asset Type | Performance Parameter | LevelofService(LOS) | Frequency of Measurement | TestingMethod | Recommended Remedial measures | Timelimitfor Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | EndTreatment of Traffic Safety Barriers | Functionality: Functioningof End Treatment as intended | Daily | Visual with video/image backup | Rectification | Within7days | IRC:SP:84- 2014, IRC:119-2015 |
| | Attenuators | Functionality: Functioning of Attenuators as intended | Daily | Visual with video/image backup | Rectification | Within7days | IRC:SP-2014, IRC:119-2015 |
| | Guard Posts and Delineators | Functionality:FunctioningofGuard Posts and Delineators as intended | Daily | Visual with video/image backup | Rectification | Within15days | IRC: 79 - 1981 |
| | OverheadSign Structure | Overheadsignstructureshallbestructurally adequate | Daily | Visual with video/image backup | Rectification | Within15days | IRC:67-2012 |
| | Traffic Blinkers | Functionality:FunctioningofTraffic Blinkers as intended | Daily | Visual with video/image backup | Rectification | Within7days | IRC:SP:84-2014 |
| | | Illumination: Minimum40Luxilluminationonthe road surface | Daily | Theilluminationlevel shall be | ImprovementinLightingSystem | 24 hours | IRC:SP:84-2014 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Highway Lighting System** | Highway Lights | | | measured with luxmeter | | | |
| | | Nomajorfailureinthelightingsystem | Daily | - | Rectification of failure | 24 hours | IRC:SP:84-2014 |
| | | Nominorfailureinthelightingsystem | Monthly | - | Rectification of failure | 8 hours | IRC:SP:84-2014 |
| | Toll Plaza Canopy Lights | Minimum40Luxilluminationonthe road surface | Daily | The illumination levelshallbe | Improvementin Lighting System | 24 hours | IRC:SP:84-2014 |

| Asset Type | Performance Parameter | LevelofService(LOS) | Frequency of Measurement | TestingMethod | Recommended Remedial measures | Timelimitfor Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | | | | measuredwith luxmeter | | | |
| | | Nomajor/ minorfailureinthelighting system | Daily | - | Rectification of failure | 8 hours | IRC:SP:84-2014 |
| Treesand Plantation including median plantation | Obstruction inaminimum head-roomof 5.5mabove carriageway orobstruction in visibility of roadsigns | Noobstructionduetotrees | Monthly | Visual with video/image backup | Removaloftrees | Immediate | IRC:SP:84-2014 |
| | Deterioration in health of trees and bushes | Health of plantation shall be as per requirement of specifications & instructions issued by Authority from time to time | Daily | Visual with video/image backup | Timely watering and treatment.Or Replacement ofTreesand Bushes. | Within90days | IRC:SP:84-2014 |
| | Vegetation affectingsight lineandroad | Sight line shall be free from obstruction by vegetation | Daily | Visual with video/image | RemovalofTrees | Immediate | IRC:SP 84-2014 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | structures | | | backup | | | |
| **Rest Areas** | Cleaning of toilets | - | Daily | - | - | Every4hours | |
| | Defects in electrical, | - | Daily | - | Rectification | 24 hours | |

| Asset Type | Performance Parameter | LevelofService(LOS) | Frequency of Measurement | TestingMethod | Recommended Remedial measures | Timelimitfor Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | water<br><br>and sanitary installations | | | | | | |
| **Other Project Facilities and Approach roads** | Damage or deterioration in Approach Roads, pedestrian facilities, truck lay-bys, bus-bays, bus- shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts and other works | | Daily | - | Rectification | 15 days | IRC:SP<br><br>84-2014 |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measuremen t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| **Pipe/box/slab culverts** | Free waterway/ unobstructe d flow section | 85% of culvert normal flow area to available. | 2 times in a year (before and after rainyseason) | Inspection by Bridge Engineer as per IRC SP:35-1990and recording ofdepthof silting and area of vegetation. | Cleaning silt up soils and debris in culvert barrelafter rainy season, removal of bushes and vegetation, U/s of barrel, under barrel andD/sofbarrelbefore rainyseason. | 15 days before onset of monsoon and within 30daysafter endofrainy season. | IRC5-2015, IRC SP:40-1993 and IRC SP:13-2004 |
| | Leak-proof expansion joints if any | No leakage through expansion joints | Bi-Annually | Physical inspection of expansion joints as per IRC SP: 35- 1990 if any, for leakagestrainson walls atjoints. | Fixing with sealant suitably | 30daysor beforeonset of rains whichever comes earlier | IRC SP:40-1993andIRC SP:69-2011 |
| | Structurall y sound | Spalling of concrete not more than 0.25 sqm | Bi-Annually | Detailed inspection ofallcomponents of culvert as per IRC SP:35- | Repairs to spalling, cracking, delamination, rusting shall be followedas | 15 days | IRC SP 40-1993 and MORTH |
| | | Delamination of concrete not more than 0.25 sq.m. | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Cracks widerthan 0.3 mm not more than 1m aggregate length | | 1990and recording<br><br>the defects | per IRC:SP:40-1993. | | Specifications<br><br>clause 2800 |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measuremen t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | Protection works<br><br>in good condition | Damagedofrough stone apron or bank revetment not more than 3 sqm, damage to solid<br><br>apron (concrete apron) not more than 1 sqm | 2timesina year(before and<br><br>after rainyseason) | Conditionsurveyas per IRC SP:35-1990 | Repairs to damaged aprons and pitching | 30 days afterdefect observation or2weeks beforeonset of<br><br>rainy season whichever is earlier. | IRC:SP40-1993<br><br>and IRC:SP:13-2004. |
| **Bridges includingROBs Flyoveretc.as applicable** | Riding quality<br><br>or user comfort | No pothole in wearing coat on bridge deck | Daily | Visualinspectionas per IRC SP:35-1990 | RepairstoBCorwearing coat | 15 days | MORT&H Specification 2811 |
| **Bridge - Super** | Bumps | No bump at expansion joint | Daily | Visual inspectionas per IRC SP:35- 1990 | Repairs to BC on either side of expansion joints, profile correction course on approach slab in case of | 15 days | MORT&H Specification 3004.2<br><br>& |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Structure** | | | | | settlement to approach embankment | | 2811. |
| | Usersafety (condition of crash | No damaged or missing stretch ofcrashbarrier orpedestrian | Daily | Visual inspection and<br><br>detailed conditionsurveyas perIRCSP:35- | Repairs and replacement of safety barriers as the case may be | 3days | IRC:5-1998, IRCSP:84-2014 and IRCSP:40- |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measurem en t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | barrier andguard rail) | handrailing | | 1990. | | | 1993. |
| | Rusted reinforcement | Notmorethan 0.25 sq.m | Bi-Annually | Detailed condition survey as per IRCSP: 35-1990 using Mobile<br><br>Bridge Inspection Unit | All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carryingout the repairs to affected concreteportionwith epoxymortar/concrete. | 15 days | IRCSP:40-1993<br><br>and MORTH Specificat io n 1600. |
| | Spallingof concrete | Notmorethan 0.50 sq.m | | | | | |
| | Delaminat io n | Notmorethan0. 50 sq.m | | | | | |
| | Cracks widertha n 0.30 mm | Notmorethan 1m total length | Bi-Annually | Detailed condition survey as per IRC SP: 35-1990 using Mobile<br><br>Bridge Inspection Unit | Grouting with epoxy mortar,<br><br>investigating causes for cracks development and carryout necessary rehabilitation. | 48 Hours | IRCSP:40-1993<br><br>and MORTH Specification 2800. |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Rainwater seepage through deck slab | Leakage-nil | Quarterly | Detailed condition survey as per IRCSP: 35-1990 using Mobile<br><br>Bridge Inspection Unit | Groutingofdeckslabat leakage<br><br>areas, waterproofing,repairsto drainage spouts | 1 months | MORTH specifications 2600 &2700. |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measuremen t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | Deflection due to permanent loads and live loads | Withindesign limits. | Once in every10 years for spans more than 40 m | Loadtestmethod | Carry out major rehabilitation works on bridge to retain original design loads capacity | 6 months | IRCSP:51-1999. |
| | Vibrations in bridge deckdueto moving trucks | Frequency of vibrations shall not be more than 5 Hz | Once in every5 years forspans more than 30m and every 10 years for spans between 15 | Laser displacement sensors or laser vibro-meters | Strengthening of super structure | 4 months | AASHTO LRFD specifications |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | to 30m | | | | |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measuremen t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | Leakagein Expansion joints | No damage to elastomeric sealantcompound in strip seal expansion joint, no leakage of rain water through expansion joint in caseofburiedand asphaltplugand copperstripjoint. | Bi-Annually | Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge Inspection Unit | Replace of seal in expansion joint | 15 days | MORTH specifications 2600andIRC SP:40-1993. |
| | Debrisand dust in strip seal expansion | No dust or debris in expansion joint gap. | Monthly | Detailed condition survey as per IRC SP:35-1990 using Mobile Bridge InspectionUnit | Cleaning of expansion joint gaps thoroughly | 3 days | MORTH specifications2600and IRCSP:40-1993. |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | joint | | | | | | |
| | Drainage spouts | No down take pipe missing/broken belowsoffitof thedeckslab.No silt, debris, clogging of | Monthly | Detailed condition survey as per IRC SP: 35-1990 using Mobile<br><br>Bridge Inspection Unit | Cleaning of drainage spouts<br><br>thoroughly. Replacement of missing/broken downtake pipes with a minimumpipeextension of500mmbelowsoffitof | 3 days | MORTH specification 2700. |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measuremen t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | | drainage<br><br>spout collection chamber. | | | slab. Providing sealant around thedrainage spout ifanyleakages observed. | | |
| **Bridge-substructure** | Cracks/ sp alling<br><br>of concrete / rusted steel | No<br><br>cracks, spalling of concrete<br><br>and rusted steel | Bi-Annually | Detailed condition survey as per IRC SP: 35-1990 using Mobile<br><br>Bridge Inspection Unit | All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out repairs to substructure by grouting/guniting and micro<br><br>concreting dependingontypeof defectnoticed | 30 days | IRCSP:40-1993<br><br>and MORTH specification 2800. |
| | | Delaminationo f bearing | | | In case of failure of | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | Bearings | reinforcement not more than 5%,crackingor tearing of rubber notmorethan2 locations per side,norupture | Bi-Annually | Detailed condition survey as per IRC SP: 35-1990 using Mobile<br><br>Bridge Inspection Unit | even one bearing on any pier/abutment, all the bearings on that pier/abutment shall be replaced, in order to get uniform load transfer onto bearings. | 3 months | MORTH specification2810and IRCSP:40-199. |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measurem en t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | | ofreinforcement or rubber | | | | | |
| **Bridge Foundations** | Scouring around foundations | Scouring shall not be lower than maximum scour level for the bridge | Bi-Annually | Condition survey and visual inspection as per IRCSP:35-1990 using Mobile Bridge Inspection Unit. In case of doubt, use Underwater camera | Suitable protection works around pier/abutment | 1 month | IRCSP:40-1993, IRC 83-2014, MORTH specificatio n 2500 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | for inspection of deep wellsinmajor Rivers. | | | |

| AssetType | Performanc e Parameter | LevelofService (LOS) | Frequency of Measuremen t | TestingMethod | RecommendedRemedial measures | Time limit for Rectification | Specifications and Standards |
|---|---|---|---|---|---|---|---|
| | Protection works in good condition | Damaged of rough stone apronorbank revetment not more than 3 sq.m,damage to solid apron (concreteapron) not more than 1 sq.m | 2 times ina year (beforeand after rainy season) | Condition survey as per IRC SP:35-1990 | Repairs to damaged aprons and pitching. | 30 days afterdefect observation or 2 weeks before onset of rainy season whichever isearlier. | IRC:SP40-1993 and IRC:SP:13 - 2004. |
| **Note:**AnyStructureduringtheentirecontractperiodwhichisfoundthatdoesnotcomplieswithallrequirementsofthisTablewillbeprepared, rehabilitated or even reconstructed under the scope of the contractor. | | | | | | | |

**Table4:MaintenanceCriteriaforStructuresandCulverts:**

**Table5:MaintenanceCriteriaforHillRoads**

Inadditiontoabove,forhillroadsthefollowingprovisionsformaintenanceisalsotodone.

| Hill Roads | | |
|---|---|---|
| (i) | DamagetoRetainingwall/Breast wall | 7(Seven)days |
| (ii) | Landslidesrequiringclearance | 12(Twelve)hours |
| (iii) | Snowrequiringclearance | 24(TwentyFour)hours |

**Note:For all tables 1 to 5 above, latest BIS & IRC standards (even those not indicated herewith) along with MoRTH specifications shall be binding for all maintenance activities.**

**A. FlexiblePavement**

| NatureofDefectordeficiency | | Timelimitforrepair/ rectification |
|---|---|---|
| **(b) Granularearthshoulders,sideslopes,drainsandculverts** | | |
| (i) | Variation by more than 1 % inthe prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway) | 7(seven)days |
| (ii) | Edgedropatshouldersexceeding40mm | 7(seven)days |
| (iii) | Variation by more than 15% in the prescribed side (embankment) slopes | 30(thirty)days |
| (iv) | Raincuts/gulliesinslope | 7(seven)days |
| (v) | Damagetoorsiltingofculvertsandside drains | 7(seven)days |
| (vi) | Desiltingofdrainsinurban/semi-urbanareas | 24(twentyfour)hours |
| (vii) | Railing,parapets,crashbarriers | 7 (seven) days (Restore immediately if causing safety hazard) |
| **(c) Roadsidefurnitureincludingroadsignandpavementmarking** | | |
| (i) | Damagetoshape or position, poor visibility or loss of retro- reflectivity | 48(fortyeight)hours |
| (ii) | Paintingofkmstone,railing,parapets,crash barriers | Asandwhenrequired/Once everyyear |
| (iii) | Damaged/missing signs road requiring replacement | 7(seven)days |
| (iv) | Damagetoroadmarkups | 7(seven)days |
| **(d) Roadlighting** | | |
| (i) | Anymajorfailureofthe system | 24(twentyfour)hours |
| (ii) | Faultsandminorfailures | 8(eight)hours |
| **(e) Treesandplantation** | | |

| | NatureofDefectordeficiency | Timelimitforrepair/ rectification |
|---|---|---|
| (i) | Obstruction in a minimum head- room of 5 mabove carriageway or obstruction in visibility of road signs | 24(twentyfour)hours |
| (ii) | Removaloffallentreesfrom carriageway | 4(four) hours |
| (iii) | Deterioration inhealthoftreesandbushes | Timelywateringandtreatment |
| (iv) | Trees and bushes requiringreplacement | 30(thirty)days |
| (v) | Removal of vegetation affecting sight line and road structures | 15(fifteen)days |
| **(f) Restarea** | | |
| (i) | Cleaningof toilets | Every4(four)hours |
| (ii) | Defects in electrical, water and sanitary installations | 24(twentyfour)hours |
| **(g) [TollPlaza]** | | |
| **(h)** | **Other Project Facilitiesand Approach roads** | |
| (i) | Damage in approach roads, pedestrian facilities, truck lay- byes, bus-bays, bus-shelters, cattle crossings, Traffic Aid Posts, Medical Aid Posts,Rain Water Harvesting / Artifical Recharge Unit and service roads | 15(fifteen)days |
| (ii) | Damagedvehiclesordebrisontheroad | 4(four) hours |
| (iii) | Malfunctioning of the mobilecrane | 4(four) hours |
| **Bridges** | | |
| **(a) Superstructure** | | |
| (i) | Anydamage,cracks,spalling/scaling<br>Temporary measures<br>Permanentmeasures | within48(fortyeight) hours<br>within 15 (fifteen) days or as specified by the Authority's Engineer |

## (b) Foundations

| NatureofDefectordeficiency | | Timelimitforrepair/ rectification |
|---|---|---|
| (i) | Scouringand/orcavitation | 15(fifteen)days |
| **(c)** | **Piers,abutments,returnwallsandwing walls** | |
| (i) | Cracksanddamages<br><br>includingsettlementand tilting, spalling, scaling | 30(thirty)days |
| **(d)** | **Bearings(metallic)ofbridges** | |
| (i) | Deformation,damages, tilting or shifting of bearings | 15 (fifteen) days Greasingof metallic bearings once in a year |
| **(e)** | **Joints** | |
| (i) | Malfunctioningofjoints | 15(fifteen)days |
| **(f)** | **Otheritems** | |
| (i) | Deformingofpadsinelastomericbearings | 7(seven)days |
| (ii) | Gathering of dirtinbearings andjoints;or clogging of spouts, weep holes and vent-holes | 3(three) days |
| (iii) | Damageordeteriorationinkerbs,parapets,handrails andcrash barriers | 3 (three) days (immediately within 24 hours if posing danger to safety) |
| (iv) | Rain-cuts or erosion of banks of the side slopes of approaches | 7(seven)days |
| (v) | Damagetowearing coat | 15(fifteen)days |
| (vi) | Damageordeteriorationinapproachslabs,pitching, apron, toes, floor or guide bunds | 30(thirty)days |
| (vii) | Growthofvegetationaffectingthestructureor obstructingthe waterway | 15(fifteen)days |
| **(g)** | **HillRoads** | |
| (i) | Damagetoretainingwall/breastwall | 7(seven)days |

| | | |
|---|---|---|
| (ii) | Landslidesrequiringclearance | 12(twelve) hours |

| NatureofDefectordeficiency | | Timelimitforrepair/ rectification |
|---|---|---|
| (iii) | Snowrequiringclearance | 24(twentyfour)hours |

[Note:Where necessary, the Authority may modify the time limit for repair/rectification, or addtothenatureofDefectordeficiencybefore issuing thebidding document,withthe approval ofthecompetent authority.]

## ANNEXURE – 17

## *TakingOverCertificate*

I,.....
(NameanddesignationoftheAuthority'sRepresentative)underandin accordancewiththeAgreementdated.....
(the"**Agreement**"),for[constructionofthe
****section(km**tokm**)of

****] (the "**Elevated Corridor**") on Engineering, Procurement and Construction (EPC) basis through .....
(NameofContractor),herebycertifythattheTestsoncompletionof

Maintenance Period in accordance with Clause 49 of Section F of the Agreement have been successfully undertaken to determine compliance of the Elevated Corridor with the provisions of the Agreement and I hereby certify that the Authority has taken over the Elevated Corridor from the Contractor on this day.....

SIGNED,SEALEDANDDELIVERED

(Signature)

(NameanddesignationofAuthority'sRepresentative)

(Address)

## ANNEXURE-18

## TestsonCompletionofMaintenancePeriod

**1. RidingQualitytest:**

Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [2,200 (two thousand and two hundred only)] mm for each kilometre.

**2. Visualandphysicaltest:**

***TheAuthority's Engineershall conduct avisualandphysicalcheckofconstruction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement. The physical tests shall include measurement of cracking, rutting, stripping and potholes and shall be as per the requirement of maintenance mentioned in Annexure 16.***

## ANNEXURE - 19

### *TestsonCompletion*

**1. ScheduleforTests**

(i) The Contractor shall, no later than 30 (thirty) days prior to the likely completion of construction, notify the Authority's Engineer and theAuthority of its intent to subject theElevated corridortoTests,andnolaterthan10(ten)dayspriortotheactualdateof Tests, furnish to the Authority's Engineer and the Authority detailed inventory and particulars of all works and equipment forming part of Works.

(ii) The Contractor shall notify the Authority's Engineer of its readiness to subject the Elevated corridor to Tests at any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Authority's Engineer shall, in consultation with the Contractor, determine the date and time for each Test and notify the same to the Authority who may designate its representative to witness the Tests. The Authority's Engineer shall thereupon conduct the Tests itself or cause any of the Tests to be conducted in accordance with section 53 and this Annexure.

**2. Tests**

(i) Visual and physical test: The Authority's Engineer shall conduct a visual and physical checkofconstructiontodeterminethatall worksandequipmentforming partthereof conform to the provisions of this Agreement. The physical tests shall include ***to be decided with Authority's Engineer at the time of physical tests as per standard relevant IRC code Manual.***.

(ii) Riding quality test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and Network Survey Vehicle (NSV)fitted with latest equipments and the maximum permissible roughness for purposesof this Test shall be [2,000 (two thousand)] mm for each kilometre.

(iii) Tests for bridges: All major and minor bridges shall be subjected to the rebound hammer and ultrasonic pulse velocity tests, to be conducted in accordance with the procedure described in Special Report No. 17: 1996 of the IRC Highway Research BoardonNondestructiveTesting Techniques, attwo spots in everyspan,tobechosen at random by the Authority's Engineer. Bridges with a span of 15 (fifteen) metres or more shall also be

subjected to load testing.

(iv) Other tests: The Authority's Engineer may require the Contractor to carry out orcause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Elevated corridor with Specifications andStandards,exceptthetestsasspecifiedinclause5,butshallincludemeasuringtheeflectivityofroadmarkingsandroadsigns;andmeasuringtheillumination level (lux) of lighting using requisite testing equipment.

(v) Environmental audit: The Authority's Engineer shall carry out a check to determine conformity of the Elevated corridor with the environmental requirements set forth in Applicable Laws and Applicable Permits.

(vi) **Safety Audit:** The Authority's Engineer shall carry out, or cause to be carried out, a safety audit to determine conformity of the Elevated corridor with the safety requirements and Good Industry Practice.

(vii) **Agency for conducting Tests:** AllTestssetforthinthisAnnexureshallbeconductedbytheAuthority'sEngineer orsuchotheragencyorpersonasitmayspecifyinconsultationwiththe Authority.

(viii) **Completion Certificate:**UponsuccessfulcompletionofTests,theAuthority'sEngineershallissue theCompletionCertificateinaccordancewiththeprovisionsofclause 52 of Section F of this agreement.

**3.** TheAuthorityEngineerwillcarryouttestswithfollowingequipmentathisowncostinthepresenceofcontractor's representative.

| **Sr. No.** | **Keymetrics of Asset** | **Equipmenttobeused** | **Frequencyofconditionsurvey** |
|---|---|---|---|
| 1 | Surface defects of pavement | Network Survey Vehicle(NSV) | At least twice a year (As per survey months defined for the state basis rainy season) |
| 2 | Roughnessof pavement | Network Survey Vehicle(NSV) | At least twice a year (As per survey months defined for the state basis rainy season) |
| 3 | Strength of | Falling | Atleastonceayear |

| | | | |
|---|---|---|---|
| | pavement | Weight Deflectometer (FWD) | |
| 4 | Bridges | Mobile<br><br>Bridge InspectionUnit(MBU) | At least twice a year (As per survey months defined for the state basis rainyseason) |
| 5 | Road signs | Retro-reflectometer | At least twice a year (As per survey months defined for the state basis rainy season) |

ThefirsttestingwiththehelpofNSVshallbeconductedatthetimeofissueof Completion Certificate.

# ANNEXURE - 20
# PaymentReductionforNon-Compliance

## 1. Paymentreductionfornon-compliancewiththeMaintenance Requirements

(i) Monthlylumpsumpaymentsformaintenanceshallbereducedinthecaseofnon- compliance with the Maintenance Requirements set forth in **Annexure-16**.

(ii) Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.

(iii) The Authority's Engineer shall calculate the amount of payment reduction on thebasis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

## 2. Percentagereductionsinlumpsumpaymentsonmonthlybasis

(i) Thefollowingpercentagesshallgovernthepaymentreduction:

| S.No. | Item/Defect/Deficiency | Percentage |
|---|---|---|
| **(a)** | **Carriageway/Pavement** | |
| (i) | Potholes,cracks,othersurfacedefects | 15% |

| | | |
|---|---|---|
| (ii) | RepairsofEdges, Rutting | 5% |
| **(b)** | **Road,Embankment,Cuttings,Shoulders** | |
| (i) | Edgedrop,inadequatecrossfall,undulations,settlement, potholes, ponding, obstructions | 10% |
| (ii) | Deficientslopes,raincuts,disturbedpitching,vegetation growth, pruning of trees | 5% |
| **(c)** | **Bridgesand Culverts** | |
| (i) | Desilting, cleaning. vegetation growth, damaged pitching, flooring, parapets, wearing course, footpaths, any damage to foundations | 20% |
| (ii) | AnyDefectsinsuperstructures,bearingsandsub-structures | 10% |

| S.No. | Item/Defect/Deficiency | Percentage |
|---|---|---|
| (iii) | Painting,repairs/replacementkerbs,railings,parapets, guideposts/crash barriers | 5% |
| **(d)** | **RoadsideDrains** | |
| (i) | Cleaningandrepairofdrains | 5% |
| **(e)** | **RoadFurniture** | |
| (i) | Cleaning,painting,replacement ofroadsigns,delineators,road markings, 200 m/km/5$^{th}$km stones | 5% |
| **(f)** | **MiscellaneousItems** | |
| (i) | Removalofdeadanimals,brokendown/ accidentedvehicles, fallen trees, road blockades or malfunctioning of mobile crane | 10% |
| (ii) | AnyotherDefectsinaccordancewithparagraph1. | 5% |
| **(g)** | **DefectsinOtherProjectFacilities** | 5% |

(ii) The amount to be deducted from monthly lump-sum payment for non- compliance of particular item shall be calculated as under:

$$R = {}^{P}/_{100} \times (M1 \text{ or } M2) \times {}^{L1}/_{L}$$

Where,

P= Percentageofparticularitem/Defect/deficiencyfordeduction

M1=Monthlylump-sumpaymentinaccordancepara1.2aboveofthisSchedule M2=Monthlylump-sumpaymentinaccordancepara1.2aboveofthisSchedule L1=Non-complying length L = Total length of the road,

R=Reduction (the amount to be deducted for non-compliance for a particular item/Defect/deficiency

The total amount of reduction shall be arrived at bysummation of reductionsfor such items/Defects/deficiency or non-compliance.

For any Defect in a part of one kilometer, the non-conforming length shall be taken as one kilometer.

**DISCLAIMER**

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